

Exhibit A

Sent/Received

RESCAP

JUL 24 2013

To: _____
By: _____**MORRISON | FOERSTER****Claim Information**

Claim Number	1296
Basis of Claim Explanation that states the legal and factual reasons why you believe you are owed money or are entitled to other relief from one of the Debtors as of May 14, 2012 (the date the Debtors filed their bankruptcy cases) and, you must provide copies of any and all documentation that you believe supports the basis for your claim.	<p>Plaintiff has provides a letter dated 19 July 2013 attached with six additional exhibits supplementing her original Proof of Claim.</p> <p>Many documents were claimed confidential by other defendants in the case and subject to a protective order.</p> <p>Some documents are provided in summary form in exhibits.</p>

If your claim relates to a mortgage loan that you believe was originated or serviced by one of the Debtors, please be sure to include the following loan information, so that we can effectively search our records for information on your property and loan, and evaluate your claim.

Loan Number: [REDACTED] 7097		
Address of property related to the above loan number: 7918 Ray Nash Dr NW		
City: Gig Harbor	State: WA	ZIP Code: 98335

Additional resources may be found at - <http://www.kcclic.net/rescap>

Residential Capital, LLC P.O. Box 385220 Bloomington, MN 55438

Claim Number: 1296
Mary Perkins White
Type: POC

601 Union Street Suite 4200 Seattle Washington 98101
Telephone: (206) 686-4558 Facsimile: (206) 686-2558 E-Mail: Chris@MyFairCredit.com

Sent by Certified Letter No. 7007 1490 0004 5850 3380 Return Receipt Requested
and by email to Claims.Management@gmacreap.com

19 July 2013

Claims Management
Residential Capital LLC
PO Box 385220
Bloomington Minnesota 55438

Re Letter of June 21, 2013 for Claim Number 1296 – Mary Perkins White

Dear Residential Capital Claim Management:

Background

Plaintiff Mary Perkins White asserted claims against GMAC Mortgage LLC in her Original Complaint filed on June 8, 2011, in US District Court for the Western District of Washington number 3:11-cv-05439 also asserted claims against Green Tree Servicing LLC, Equifax Information Services LLC, Experian Information Solutions Inc. and Trans Union LLC. Plaintiff settled with all defendants other than GMAC Mortgage LLC.

Plaintiff's causes of action against GMAC Mortgage are under the FCRA and under common law causes of action including defamation, invasion of privacy and negligence. She claimed her actual damages (that include emotional distress), punitive damages as well as attorneys fees and costs of suit as allowed by sections 1681n and 1681o of the Fair Credit Reporting Act. On October 15, 2012 her Proof of Claim against GMAC Mortgage LLC was received and assigned claim number 1296 in case number 12-12032. Included as an attachment with her Proof of Claim was her 51 page Original Complaint (Exhibit 1) and the Expert Witness Report of Mr. Evan Hendricks (Exhibit 2).

Further Documents Included

Beyond the Exhibits to her original Proof of Claim, she is providing relevant documents, most in summary form, attached hereto as Exhibit 1 – chronology of events related to GMAC Mortgage; Exhibit 2 – communications from the credit reporting bureaus to GMAC Mortgage with its responses; Exhibit 3 - plaintiff's communications with GMAC Mortgage; Exhibit 4 - a list of Mary White's damages; Exhibit 5 - a list of damages awarded in other FCRA cases and Exhibit 6 - relevant portions of an Equifax credit report showing GMAC Mortgage reporting plaintiff had been 90-119 days past due on a "Home Equity Line of Credit".

In sum, GMAC Mortgage LLC was involved in some of the most egregious misreporting over one of the longest periods of time of any case on which I've been counsel in the last ten years. GMAC Mortgage was the origin of all the misreporting as it claimed plaintiff did not make three payments to it on the modified mortgage and all the misreporting by loan servicer Green Tree Servicing LLC and the credit reporting bureaus could all be traced back to GMAC Mortgages misreporting and false, defamatory assertions. GMAC Mortgage misreported the status of the loan over years and even after plaintiff filed suit and the case had been pending for nine months, reported again in February 2012 plaintiff was late paying her mortgage. Exhibit 6 attached.

This case was very complex and involved many documents, many of which were designated confidential by the defendants and therefore subject to a protective order issued in the case. However Mary White will provides many documents with an emphasis on communications between her and GMAC Mortgage in the Exhibits enclosed.

I will provide some explanation for plaintiff's claims, focusing primarily on the Fair Credit Reporting Act.

Summary of Law

The FCRA was crafted to protect consumers from the transmission of inaccurate information about them and to establish credit reporting practices that utilize accurate, relevant, and current information in a confidential and responsible manner. Guimond v. Trans Union, 45 F.3d 1329, 1333 (9th Cir. 1995). "These consumer oriented objectives support a liberal construction of the FCRA." Id.

When a consumer disputes information in his or her credit report the to a credit reporting agency (CRA), the CRAs must convey the dispute to the furnisher of the credit information. 15 U.S.C. § 1681i. The furnisher must respond within 30 days, instructing the CRA to continue reporting the account, to update the information, or to delete the account from the consumer's credit report. 15 U.S.C. § 1681s-2(b).¹ "[Section] 1681s-

¹ 15 U.S.C. § 1681s-2(b) provides in pertinent part:

"Duties of furnishers of information upon notice of dispute

(1) In general. After receiving notice pursuant to section 1681i (a)(2) of this title of a dispute with regard to the completeness or accuracy of any information provided by a person to a consumer reporting agency, the person shall—

(A) conduct an investigation with respect to the disputed information;

(B) review all relevant information provided by the consumer reporting agency pursuant to section 1681i (a)(2) of this title;

(C) report the results of the investigation to the consumer reporting agency;

(D) if the investigation finds that the information is incomplete or inaccurate, report those results to all other consumer reporting agencies to

2(b)(1) requires creditors, after receiving notice of a consumer dispute from a credit reporting agency, to conduct a reasonable investigation of their records to determine whether the disputed information can be verified.” Johnson v. MBNA Am. Bank, NA, 357 F.3d 426, 431 (4th Cir. 2004) (emphasis added).

While liability under Section 1681s-2(b) is triggered by notification by as CRA to the furnisher, documents and information received by the furnisher directly from the consumer may be relevant in determining whether the furnisher’s investigation was reasonable. See, Alabran v. Capital One Bank, 2005 U.S. Dist. LEXIS 34158 (E.D. Va. 2005), at *22, citing, Johnson, supra. In the context of a CRA’s duty to conduct a reasonable investigation, the Ninth Circuit has held that a CRA’s failure to consider readily available documents entitled the *consumer* to summary judgment. Dennis v. BEH-1, LLC, 504 F.3d 892, 897 (9th Cir. 2007).

GMAC Mortgage ignored its own internal records , ignoring dozens of pages documenting the payments and multiple communications from the plaintiff. Plaintiff responded promptly and thoroughly each time GMAC Mortgage reported incorrectly. Ultimately, all credit reporting bureaus and Green Tree recognized she made payments on time and eventually reported this, however GMAC Mortgage continued to reinsert and verify false data long after it acknowledged its error and removed the erroneous reporting.

Plaintiff disputed the reporting many, many times through credit reporting bureaus Trans Union, Experian and Equifax. As Dennis holds, GMAC Mortgage cannot avoid liability as a matter of law, where it ignores documentation, which supports the consumer’s claims on its face. GMAC Mortgage violated almost every section of section 1681s-2 of the FCRA and the plaintiff is entitled to her actual damages for it reporting false, damaging derogatory information for three years under 15 USC section 1681n and 1681o for punitive damages as well as attorneys fees and costs.

Damages Instructions Prepared

which the person furnished the information and that compile and maintain files on consumers on a nationwide basis; and

(E) if an item of information disputed by a consumer is found to be inaccurate or incomplete or cannot be verified after any reinvestigation under paragraph (1), for purposes of reporting to a consumer reporting agency only, as appropriate, based on the results of the reinvestigation promptly—

(i) modify that item of information;

(ii) delete that item of information; or

(iii) permanently block the reporting of that item of information.”

Plaintiff provides the following jury instructions regarding damages plaintiff would have sought to provide to the jury in this case had GMAC Mortgage not sought protection by filing for bankruptcy.

Damages

It is the duty of the Court to instruct you about the measure of damages. By instructing you on damages, the Court does not mean to suggest for which party your verdict should be rendered.

If you find for the Mary White, you must determine the plaintiff's damages. The plaintiff has the burden of proving damages by a preponderance of the evidence. Damages means the amount of money that will reasonably and fairly compensate Mary White for any injury you find was caused by GMAC Mortgage.

In determining the amount of damages, you should consider the following types of damages: economic loss, denial of credit, lost opportunity to receive credit, damage to reputation, interference with her normal and usual activities and emotional distress.

It is for you to determine what damages, if any, have been proved. Your award must be based upon evidence and not upon speculation, guesswork or conjecture.

15 U.S.C. § 1681n; 15 U.S.C. § 1681n; Guimond v. Trans Union Credit Info. Co., 45 F3d 1329, 1333 (9th Cir. 1995); Thompson v. San Antonio Retail Merchants Ass'n, 682 F2d 509, 513 (5th Cir. 1982); Dalton v. Capital Associated Indus., 257 F.3d 409, 418 (4th Cir. 2001).

Punitive Damages (Modified)

If you find for the plaintiff, you may, but are not required to, award punitive damages. The purposes of punitive damages are to punish GMAC Mortgage and to deter similar acts in the future. Punitive damages may not be awarded to compensate a plaintiff. The plaintiff has the burden of proving by a preponderance of the evidence that punitive damages should be awarded, and, if so, the amount of any such damages.

You may award punitive damages only if you find that GMAC Mortgage's conduct that harmed the plaintiff was malicious, oppressive or in reckless disregard of the plaintiff's rights. Conduct is malicious if it is accompanied by will, or spite, or if it is for the purpose of injuring the plaintiff. Conduct is in

reckless disregard of the plaintiff's rights if, under the circumstances, it reflects complete indifference to the plaintiff's safety or rights, or if GMAC Mortgage acts in the face of a perceived risk that its actions will violate the plaintiff's rights under federal law. An act or omission is oppressive if GMAC Mortgage injures or damages or otherwise violates the rights of the plaintiff with unnecessary harshness or severity, such as by the misuse or abuse of authority or power or by the taking advantage of some weakness or disability or misfortune of the plaintiff.

If you find that punitive damages are appropriate, you must use reason in setting the amount. Punitive damages, if any, should be in an amount sufficient to fulfill their purposes but should not reflect bias, prejudice or sympathy toward any party. In considering the amount of any punitive damages, consider the degree of reprehensibility of GMAC Mortgage's conduct. This includes whether the conduct that harmed the plaintiff was particularly reprehensible because it also caused actual harm or posed a substantial risk of harm to people who are not parties to this case. You may not, however, set the amount of any punitive damages in order to punish GMAC Mortgage for harm to anyone other than the plaintiff in this case.

You may also consider the net worth and profits of GMAC Mortgage.

Punitive damages may be awarded even if you award plaintiff only nominal, and not compensatory, damages.

Model Rule 5.5 and comments, Safeco Ins. Co. of Am. v. Burr, 551 U.S. 47, 68-69, 127 S. Ct. 2201, 167 L. Ed. 2d 1045 (2007).

GMAC Mortgage was required to conduct a reasonable investigation each time it conducted an investigation.

Gorman v. Wolpoff & Abramson, LLP, 584 F. 3d 1147, 1165 (9th Cir. 2009), Bruce v. First U.S.A. Bank, Nat. Ass'n, 103 F. Supp. 2d 1135, 1143 (E.D. Mo. 2000). Betts v. Equifax Credit Information Services, Inc., 245 F. Supp. 2d 1130, 1135 (WD Wash. 2003).

Plaintiff's Proposed Special Instruction No. 10
(No Obligation To Report)

GMAC Mortgage is not required by any law or regulation or agreement to report plaintiff's credit information to any credit reporting information including Equifax, Experian and Trans Union and if it could not verify the accuracy of the information it was required to delete the information.

15 USC § 1681s-2(b)(1)(E) imposes these duties.

Maberry v. Said, 911 F.Supp. 1393, 1406 (D. Kan. 1995)("[defendant] cites no evidence or legal authority to support its claim that it has a legal duty to report the status of [plaintiff's] loan).

Tokarz v. Frontier Federal Sav. and Loan Ass'n, 33 Wash.App. 456, 656 P.2d 1089, Wash.App. Div. 3, December 23, 1982 (NO. 4793-III-8)("Post was a borrowing customer of Frontier. Frontier contends it therefore had a legal duty not to disclose financial information about Mr. Post to Tokarz by virtue of the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 1681t")


Given the complexity of the statute it is hard for me to provide more than a general background however, the treatise Fair Credit Reporting, Seventh Edition published by the National Consumer Law Center is an excellent source of information on the various portions of the FCRA. Settlements with all other parties are subject to confidentiality clauses however plaintiff's position is the settlements are not relevant to her claims against GMAC Mortgage as there is no contribution under the FCRA. In legal terms, indemnification is not available in the typical FCRA case invoking CRA liability under 1681i and the furnisher's 1681s-2[b] violations because "Indemnification occurs when one person is held solely liable for the acts of another person." Gould Electronics Inc. v. U.S., 220 F.3d 169, 191 (3d Cir. 2000). The separate statutory duties prove that CRAs are liable under the FCRA for their own acts, not those of the furnishers.

Similarly, because of the separate duties, contribution is unavailable between Credit Reporting Agencies (CRAs) and furnishers because they are not joint tortfeasors. Kirschbaum v. WRGSB Associates, 243 F.3d 145, 156 (3d Cir. 2001) ("Contribution applies when a plaintiff and defendant are joint tortfeasors.") Good cases on point include McMillan v. Equifax Credit Information Services, Inc., 153 F.Supp.2d 129, 131-33 (D.Conn. 2001), and Brim v. Midland Credit Management, Inc., 795 F.Supp.2d 1255, 2011 WL 2665785, *8 (N.D.Ala. May 4, 2011) ("each of the sums recouped by plaintiff by other entities subject to the FCRA were for the wrong doings of those various entities.")

/ / /

Further GMAC Mortgage was the cause of all other defendants reporting and by far the longest misreporting. Plaintiff cannot state the amounts she received from the defendants but will represent it was far less than she would ask a jury to award for damages caused by GMAC Mortgage alone. If this Claims Management Group would like further information or has any questions, please do not hesitate to contact me at the above address, phone number or email.

Sincerely,



Christopher E. Green
Attorney at Law

cc:

Client

Co-counsel - Douglas Wilson – Law Offices Of Douglas Wilson

Enclosures:

Exhibit 1 – chronology of events related to GMAC Mortgage;

Exhibit 2 – communications from the credit reporting bureaus to GMAC Mortgage with its responses;

Exhibit 3 - plaintiff's communications with GMAC Mortgage;

Exhibit 4 - a response listing Mary White's damages;

Exhibit 5 - a list of damages awarded in other FCRA cases;

Exhibit 6 - February 2012 reporting by GMAC Mortgage.

EXHIBIT 1

CLAIM 1296

List of full events (corrected 031213)

Date on Doc	Type	Which agency	Important notes	Bates numbers
10/1/06		United Pacific Mortgage	Opened HELOC with United Pacific Mortgage	
4/13/2009	Modification application	Homecomings	First loan mod application to Homecomings	GMAC32-62
7/17/2009	Loan mod approved	GMAC	Loan mod approved by GMAC, received contract in mail via FedEx from GMAC	GMAC117-119
7/19/2009	Returned signed mod	Mary sent to GMAC	Mary returned signed notarized loan mod with down payment to GMAC in their prepaid FedEx envelope. Proof of their receipt is in GMAC "account notes".	GMAC117-119
8/21/2009	Call to GMAC	Mary called GMAC	August 21, 2009 received a certified letter of demand from GMAC for \$2927.76 for late payments due on old loan. I called 1-800-850-4622 on August 27, 2009 at 1000 and spoke to "Raj" in loss mitigation. He said everything was fine, the modification had been approved and the letter was just a "system generated form" letter. He confirmed they have my loan agreement, and received my payments, and to just make the payment per the loan modification agreement. He said to disregard the demand letters.	MW2103
8/21/2009	GMAC collection letter	GMAC	Mary received another letter from GMAC demanding payment within 30 days for \$4427.34 that was owing since July on the old loan. I again called 1-800-850-4622.	MW1123
8/27/2009	Call to GMAC	GMAC	Another call to GMAC about default letter, they said letters are in error, they will correct in account soon.	
9/21/2009	GMAC default letter	GMAC	Received a default letter, says \$4427.34 owed, informs me my credit could be adversely affected, and they will begin foreclosure.	MW372-73
10/5/2009	Call to GMAC	GMAC	I called loss mitigation and spoke with Isela, who told me to follow up in a few days, that she saw something was wrong on their end and she was emailing it to a manager to fix.	MW2103
10/9/2009	Call to GMAC	GMAC	I called loss mitigation and spoke with John. He confirmed that I was erroneously receiving "form letters" and that they had not entered the loan correctly on their end. He confirmed they have my mod agreement and payments, he was forwarding to a supervisor and they would call me back in 24-48 hours. He never called.	MW2103
10/15/2009	BofA Adverse Action	BofA #1259	BofA 1259 notice of adverse action due to delinquencies on TU credit report	MW1128
10/23/2009	GMAC notice of transfer	GMAC	GMAC notification of servicing transfer to Greentree	MW368-371

EXHIBIT 1

CLAIM NO
1296

11/2/2009	Call to GMAC	GMAC loss mit	I called GMAC loss mit, spoke to Germaine, he transferred me to loss mit, he told me to ask for a manager. I spoke with "Mary", who would not let me speak to a manager. After arguing with her that I needed a supervisor she put a man on who said his name was "Crasad". He told me there was nothing they could do, that it was being serviced by another company now, he kept repeating, "sorry for the inconvenience" and maybe I should reapply for another loan mod. Called GT and was put on hold for 20 minutes and gave up.	MW2103
11/19/2009	CITI ADVERSE ACTION	CITI #9199	Adverse action by citi account #9199 due to "serious delinquency" reported by EQ from GMAC.	MW364-365
11/30/2009	Call to GT	Call to GT	I called Greentree, was transferred to Charles Wallace who told me he was my contact for all communication with GT. He said I will be dealing with him for all questions on the account. He told me he was who I will talk to for all details on the account. I explained to Charles that there was a modification that had been done by GMAC, and that GT apparently did not get the modification details when the servicing transferred. Charles said, "GT will honor any agreement that you had with GMAC, I kind of figured there must have been a modification, I am glad that you called." In addition to discussing the loan modification details, I told Charles that GMAC and GT were now reporting me late to credit bureaus, and GT had only had the account for less than 30 days. Charles said, "oh no, they can't do that, that should not have been reported, Greentree cannot report anything on the loan for 60-90 days anyways, it's the law". Charles said, "don't worry, we cannot report you as late, RESPA prevents this, write this down, go look up RESPA, you are protected from being reported late by RESPA, in the event that there were errors in the account prior to the servicing being transferred, it gives a person time to get the errors fixed with the new servicer." Charles said, "Anything from October 28th 2009 to current should not have been reported as late by GT, I will look at your packet, and make the corrections to the credit report." Charles asked me to fax him all documents on the loan modification and proof of all payments. They were faxed to him the same day. He told me he would send it all to management to get it cleared up.	

12/5/2009	Adverse action Juniper	Juniper notice	Juniper account #1420, adverse action notification as a result of TU report of "recent delinquency indicated on credit report"	MW350
12/7/2009	Experian report	Online EXP report downloaded	Experian Credit Report shows GMAC reporting me late 90 days, GMAC shows late 30, 60, 90, Aug, Sept, Oct. 2009.time	MW379-402
12/8/2009	TU credit report	TU	TU credit report, shows both accounts open at same time, GMAC 90 days past due with \$5856 owing on old loan.	MW315-326
12/8/2009	TU Dispute filed online	TU	Dispute filed for both GMACderogatory remarks	MW327
12/9/2009	EXP dispute certified letter	EXP	Certified Letter to Experian, dispute department in Texas, asking that they correct the errors GMAC has made on account, and stop reporting me as late 30, 60, 90 Aug, Sept, Oct, included copy of loan mod, and proof of payments made on time	MW242-282
12/9/2009	GMAC complaint certified letter	GMAC	Certified Letter to GMAC asking that they correct the errors GMAC has made on account, and stop reporting me as late 30, 60, 90 Aug, Sept, Oct, included copy of loan mod, and proof of payments made on time and EXP credit report	MW205-241
12/9/2009	GMAC QWR	GMAC	Mary sent certified letter to GMAC, requesting Qualified Written Response	MW171-175
12/9/2009	GMAC loss mit certified letter	GMAC	Mary sent certified letter to GMAC "Loss Mit" asking they correct the errors on the account and stop reporting me late. Included copy of loan mod, proof of payments, and Experian credit report.	MW176-204
12/9/2009	TU Dispute sent via certified mail	TU	Certified Letter to TransUnion dispute dept, to correct the errors GMAC has made on account, and stop reporting as late 30, 60, 90, Aug, Sept, Oct, included copy of loan mod, and proof of payments made on time.	MW304-326
12/17/2009	Exp dispute results	Experian	No change after dispute filed, GMAC still reporting me 30, 60, 90 late.	MW282-303
12/19/2009	EXP results	Experian	EXP dispute results, GMAC 90 days late, no change.	MW2043-2059
12/24/2009	GMAC response letter	GMAC	Letter received from GMAC, they say they are unable to make corrections to credit unless they made a mistake.	MW1111

12/30/2009	TU dispute results	TransUnion Dispute Results from 120910 certified letter	Online download of dispute shows results. Shows GMAC reporting me 30, 60, 90 late. Balance is incorrect, payment amt is incorrect, it's also no longer a line of credit, it is a closed end loan now. Modified loan is not reflected.	MW100-110
1/1/2010	TU dispute results	Transunion Dispute Results Letter sent to me in the mail. Dispute results from dispute filed 120910 by mail	Dispute results report shows no corrections, GMAC 90 days late.	MW1115-1116
1/8/2010	GMAC QWR	GMAC	Received GMAC QWR response. Payment history and transfer letter	MW1093-
1/11/2010	Call to GMAC	Called John Burks GMAC	011110- I called John Burks at GMAC loan modification, (he signed the loan modification), left a message asking him to call me back and assist me in getting the errors at GMAC corrected. If he could not help me, I would appreciate if he would call and tell me who to talk to. No return call.	MW2105
1/12/2010	TU Dispute by phone	Filed new Transunion Dispute over the phone, file #214519226	Results of previous disputes are not correcting the errors. Filed by phone again.	
2/3/2010	TU disp results	TransUnion results from dispute filed 02/03/2010	GMAC still showing 30, 60, 90 late. Greentree now showing 30 days past due. Also says account closed by credit grantor when it was "transferred" the month before.	MW1011-1025
5/10/2010	TU credit report	TU credit report	TU credit report. GMAC 90 days past due, still showing open	MW940-950
5/10/2010	TU investigation report	TU investigation report	TU credit report, shows both accounts open at same time, GMAC 90 days past due, GT 60 days past due in 02/2010 for 2452.	MW928-939
5/10/2010	TU Dispute filed online	Transunion Dispute filed online again	File #214519226, email dispute of GMAC late pays on report dated 051010, GMAC shows 30, 60, 90 late.	MW926
5/10/2010	Experian report	Experian	GMAC now shows on credit report, "account transferred to another office". Still showing late 90.	MW991-1010
5/10/2010	EQ cr report	Equifax online dispute Equifax report page for disputing	Disputed online, confirm # 0630406744 Equifax by GMAC 90-120- days late, "transfer sold", HELOC, it used to be 30, 60, 90 previously.	MW951-954
5/10/2010	EQ report	Equifax online credit report	GMAC shows "Transfer/ Sold", and Aug Sept October 2009 late, "pays 91-120 late".	MW955-990
5/10/2010	EQ dispute	Equifax Dispute filed	Equifax now shows as reported by GMAC, that I am 90-120- days late, where it was 30, 60, 90 previously.	
5/10/2010	EQ score	Cr Score	699	MW1124

5/20/2010	EQ score	EQ score	EQ score699	MW1124
6/5/2010	Dispute Results TU	Transunion Dispute Results from dispute filed 051010	GMAC mortgage still reporting 90 days late.	MW2012-2022
7/1/2010	Adverse action BofA	Adverse action	Adverse Action BofA 9404, due to "serious delinquency" as reported by TU.	MW864-865
10/6/2010	EQ dispute	Equifax Dispute re-filed	Refiled dispute of GMAC derogatory reports. Confirm #0279031684	MW802-803
10/6/2010	TU credit report	Transunion Credit Report	GMAC still showing 30, 60, 90 late in October 2009.	MW2086-2097
10/6/2010	TU Dispute filed online	Transunion Dispute filed online	Refiled dispute of GMAC reports	MW774
10/6/2010	EXP REPORT	EXP report	EXP cr report, GMAC 90 days past due October 2009,	MW2061-2062
10/6/2010	EXPR dispute	EXP dispute	Dispute EXP cr report, GMAC 90 days past due October 2009.	MW821-822
10/6/2010	True Credit	True Credit report	GMAC 90 days late October 2009.	MW810-820
10/8/2010	EQ dispute results	Equifax results to dispute that was filed 10/06/10	Equifax took only two days to "investigate". GMAC now shows 90-119 days late, this is a change from previous report. Confirm #0279031684.	MW2100-2101
10/26/2010	Exp dispute results	Experian Dispute results and credit report	Results show, "updated" for GMAC. GMAC shows "transferred, closed", and 30, 60, 90 late.	MW573-600
10/29/2010	TU disp results	Transunion dispute results	GMAC now shows the account as a "charge off, collection" AND transferred to another lender.	MW740-748
10/29/2010	TU report	TU report	Credit report after dispute, updated results GMAC shows charge off.	MW852-863
11/14/2010	TU credit report	True Credit report by Transunion, credit report run	GMAC now shows it as a "collection charge off" on Transunion.	MW657-679
11/17/2010	Fax to TU	Fax dispute to TU	Dispute sent via fax to TU after talking to them, still being reported late after numerous disputes and letters.	MW654-680
11/17/2010	TU Dispute sent via certified mail	Certified Letter mailed to Transunion, redispating previous dispute results	Sent letter to Transunion with docs to prove the loan mod, and payments made on time.	MW603-627
12/2/2010	TU credit report	True Credit report by Transunion	Re-ran credit report, GMAC is still showing "collection charge off", page MW659.	MW551-572
12/7/10	Innovis report	Innovis report	Innovis report when applying for home loan. Serious delinquencies reported by EQ, EXP, and TU, GMAC reporting R9, which is a charge off. EQ score 652.	MW403-414
12/9/10	TU credit report	True Credit report by Transunion	GMAC shows charge off.	MW505-527
12/13/10	EQ dispute	Equifax dispute refiled disputing previous results	Refiled dispute of GMAC reports	MW491-492

12/13/10	EQ report	EQ report	EQ "online dispute", shows what I am disputing, GMAC 91-120 days late Confirm #0630407644	MW495-504
12/16/10	EQ disp results	Equifax dispute results	GMAC results still show 90-119 past due, transfer/ sold.	MW489-490
1/1/11	TU credit report	Transunion credit Report	GMAC shows as a charge off,	MW1928-1951
2/5/11	True Credit report	credit report	GMAC still shows as charge off	MW1130-1152
2/24/11	Phone call	Phone call to GMAC with Innovis	Three way call with Innovis to GT and GMAC to verify lates on credit reports, this is for home loan application. Spoke with "Alex" who apologized for the errors.	
2/25/11	Letter from GMAC	Letter of apology from GMAC	Letter of apology from GMAC for reporting lates, said they are making corrections to all bureaus.	MW1153
3/11/11	TU	TU change report	GMAC now corrected, no lates	MW1180-1203
9/29/11	EXP report	EXP report	GMAC shows limit 200kbut, no lates	MW1234-1262
9/29/11	TU	TU report	GMAC shows no lates but details are wrong.	MW1334-1348
9/29/11	EQ	EQ report	EQ report GMAC no lates, but details are wrong.	MW1263-13-1
12/15/11	Exp dispute	Exp dispute	Filed dispute- provided copy of credit report dated 092911, by certified letter, included proof of loan mod, asking them to correct as a non HELOC, and high balance amt, correct the principal	MW1546-1582
12/15/11	EQ DISPUTE	EQ certified dispute	Certified mail dispute of report 092911, provided copy of rept, with loan mod and proof of payments, 2 page response still incorrect, but not reporting late pays	MW1497-1545 EIS42-92
12/15/11	TU dispute	TU certified dispute	Dispute sent via certified mail, disputed details of loan. Includes copies of loan mod.	MW1583-1609
12/20/11	EQ response	EQ report	Letter with current credit file, I sent via USPS/ file shows GMAC no lates, but account details are wrong, HELOC, hi limit 200k, hi bal 200k, last pmt.	MW1809-1825
12/21/11	EXP results	EXP results	EXP dispute results, Experian responds to my dispute mailed 121511, and says that HELOCS are considered revolving accounts with open ended lines of credit allowing the homeowner to make multiple withdrawals against the line of credit. They also state that the high balance is the most ever charged on the account Experian Credit report GMAC still reports the credit limit 200k, still calling it a HELOC.	MW1420-1446
12/22/11	EQ results	EQ results done	GMAC shows wrong limit 200k. No lates	MW1826-1827
12/29/11	PEMCO adverse action	PEMCO adverse action	Letter informing me of higher rates due to credit report from EQ, they mention lates	MW1475-1477

1/12/12	EQ asked for description investigation method	EQ request that they describe investigation	Certified letter addressed to EQ, RE confirm #1356029856, asked for description of the method they used to determine the accuracy and completeness of the information found in my credit report GMAC. Included loan mod, letter of approval.	MW1488-1490
1/13/12	EXP research request	EXP req for methods	Certified letter- Asked for a description of the method used to investigate, attached copy of loan mod docs.	MW1616-1623
1/19/12	TU letter	letter from TU-results	Letter from TU, Investigation results. Shows GMAC no lates, but details still wrong. .	MW1610-1615
2/1/12	EXP REPORT	EXP cr report	EXP credit report, tells me they will help me understand what is on the report, and what a HELOC is. GMAC had no corrections made to account details, still HELOC	MW1751-1779
2/8/12	EQ results	EQ results	020812- Equifax letter states that both GMAC and GT information was verified with them, and they are reporting it correctly. The say the HELOC, high limits and loan balances are correct. - EIS0007 Equifax, GMAC- now lists me late again, 119 days past due, delinquent on 08/2009, last payment June 2009.Their form says; "we have researched the account, the creditor has verified the credit high limit, additional information has been provided from the original source regarding this item."	EIS1-22
4/11/12	TU report	TU report	TU report sent to Chris by TU, GMAC now shows 90 days late in 11/2009 again after it had been removed previously.	MW1666-1677
8/10/12	EXP report	EXP report sent to Chris	EXP cr report sent straight to Chris from O/C. GMAC details wrong, but no lates.	MW1780-1807
8/23/12	EQ report	EQ report sent to Chris	GMAC lists as HELOC, 200K limit, last pmt 06/2009. Still wrong.	EIS105-120
8/27/2012	TU report	Cred Rpt TU	GMAC removed	
10/4/2012	amended complaint		amended complaint filed	

EXHIBIT 2

CLAIM 1296

EXHIBIT 12 of 68

CLAIM 1296

Account Number: 7097		SSN: 6641	
Consumer Name: MARY E WHITE		Control Number: 21451922600401001N	
Response Code: 02: Modify account information as indicated	Subscriber Code: 1MSZ001		TRAVIS LUKAS
Response Date: 03/03/2010	DF Contact Number:		
Response Due Date: 01/04/2010	DF Authorized Name: Benny Jane Bucad		

Dispute Code 1: 109: Disputes Current Balance - Verify Original Loan Amount, Scheduled Monthly Payment Amount, Actual Payment Amount, Amount Past Due, Current Balance, and Original Charge-off Amount.	
Dispute Code 2: 112: Consumer states inaccurate information. Provide or confirm complete ID and account information.	
FCRA Relevant Information:	Balance is \$107113

Consumer Information		Request Data	Response Data	Same / Diff
Last Name:	WHITE	PERKINS WHITE		Different
First Name:	MARY	MARY		Same
Middle Name:	E			Same
Generation Code:				Unknown
Prev. Last Name:	PERKINS WHITE MARY			Unknown
Prev. First Name:	WHITE MARY ELIZABETH			Unknown
Prev. Middle Name:	PERKINS WHITE MARY EL			Unknown
Prev. Generation Code:				
SSN:	6641			Same
Date Of Birth:				Unknown
Telephone Number:	9098533858			Same
ECOA Code:	1: Individual			Same
Street Address:	7018 NW RAY NASH DR	7018 NW RAY NASH DRIVE NORTHWEST		Same
City:	GIG HARBOR	GIG HARBOR		Same
State:	WA: Washington	WA: Washington		Same
Zip:	98335	98335		Same
Prev. Street Address:	489 PO BOX 489			Unknown
Prev. City:	GIG HARBOR			Unknown
Prev. State:	WA: Washington			Unknown
Prev. Zip:	98335			Unknown
2nd Prev. Street Address:	10322 NW 123RD ST			Unknown
2nd Prev. City:	GIG HARBOR			Unknown
2nd Prev. State:	WA: Washington			Unknown
2nd Prev. Zip:	98329			Unknown

Account Information		Request Data	Response Data
Account Status:	90: Account 90 days past the due date.		90: Account 90 days past the due date.
Payment Rating:			90: 118 days past the due date.
Cond. / Cum. Status:			
CII:			
MOP:			
CCC:			90: Account information disputed by consumer.

SCC:	
Portfolio Type:	C-Line of credit
Account Type:	ED:Home Equity
Terms Duration:	LOC
Terms Frequency:	
Date Opened:	10/01/2006
Date of Account Information:	10/01/2009
Date of Last Payment:	
Date Closed:	
FCRA DOFD:	08/01/2009
Current Balance:	142818
Amount Past Due:	5856
High Credit / Original Amt.:	155310
Credit Limit:	200000
Original Charge Off Amount:	
Actual Payment:	
Scheduled Monthly Payment:	1428
Original Creditor Name:	
Creditor Classification:	
Agency ID:	
Sec. Mktg. Agency Acct Num:	
Mortgage ID Number (MIN):	
Specialized Payment Ind.:	
Defrd. Payment Start Date:	
Balloon Payment Amt.:	
Balloon Payment Due Date:	
Portfolio Indicator:	
Purchased From / Sold To:	
Narrative / Remarks:	

Account History

Year	Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan
2009	Reg	0	0	2	1	0	0	0	0	0	0	0
2008	Reg	0	0	0	0	0	0	0	0	0	0	0
2007	Reg	0	0	0	0	0	0	0	0	0	0	0
2006	Reg	-	-	-	-	-	-	-	-	-	-	-
2005	Reg	-	-	-	-	-	-	-	-	-	-	-
2004	Reg	-	-	-	-	-	-	-	-	-	-	-
2003	Reg	-	-	-	-	-	-	-	-	-	-	-
2002	Reg	-	-	-	-	-	-	-	-	-	-	-

Associated Consumer Information

Last Name:	
First Name:	
Middle Name:	
Generation Code:	
SSN:	
Date Of Birth:	
Telephone Number:	
EEOA Code:	
CR:	
Street Address:	
City:	
State:	
Zip:	
Authorized Name:	Benny Jane Bucad
Date:	12/10/2009
When you sign this form, you certify that you have verified the accuracy of the entire Rem in compliance with all legal requirements and that your computer and/or manual records will be adjusted to reflect changes noted above.	

Account Number: 097		SSN: 641	
Consumer Name: MARY E WHITE		Control Number: 21468771000202001N	
Response Code: 02:Modify account information as indicated		Subscriber Code: 1MSZ001	
Response Date: 01/07/2010		DF Contact Number:	
Response Due Date: 01/07/2010		DF Authorized Name: Richel Santos	

Dispute Information:	
Dispute Code 1:	108:Disputes present/previous Account Status/Payment History Profile/Payment Rating. Verify Payment History Profile, Account Status, and Payment Rating.
Dispute Code 2:	110:Claims company will change. Verify all account information.
FCRA Relevant Information:	Unable to authenticate documentation dated 07/14/09

Consumer Information		Request Data	Response Data	Score
Last Name:	WHITE	PERKINS WHITE		
First Name:	MARY			
Middle Name:	E			
Generation Code:				
Prev. Last Name:	PERKINS WHITE MARY			Unknown
Prev. First Name:	WHITE MARY ELIZABETH			Unknown
Prev. Middle Name:	PERKINSWHITE MARY EL			Unknown
Prev. Generation Code:				
SSN:	641			Score
Date Of Birth:				Unknown
Telephone Number:	9886533658			
ECOA Code:	1:Individual			
Street Address:	7918 NW RAY NASH DR	7918 RAY NASH DR		
City:	GIG HARBOR	GIG HARBOR		
State:	WA:Washington	WA:Washington		
Zip:	98335	98335		
Prev. Street Address:	489 PO BOX 489			Unknown
Prev. City:	GIG HARBOR			
Prev. State:	WA:Washington			
Prev. Zip:	98335			
2nd Prev. Street Address:	10322 NW 123RD ST			
2nd Prev. City:	GIG HARBOR			
2nd Prev. State:	WA:Washington			
2nd Prev. Zip:	98328			

Account Information		Request Data	Response Data
Account Status:	80:Account 90 days past the due date.		
Payment Rating:			
Cond. / Cum. Status:			
CII:			
MOP:			
CCC:			80:Account information directed by consumer

SCC:		
Portfolio Type:	C:Line of credit	
Account Type:	6D:Home Equity	
Term Duration:	LOC	
Term Frequency:		
Date Opened:	10/01/2006	
Date of Account Information:	10/01/2009	
Date of Last Payment:		
Date Closed:		
FCRA DOPD:	08/01/2009	
Current Balance:	142818	
Amount Past Due:	5856	
High Credit / Original Amt.:	155310	
Credit Limit:	200000	
Original Charge Off Amount:		
Actual Payment:		
Scheduled Monthly Payment:	1428	0
Original Creditor Name:		
Creditor Classification:		
Agency ID:		
Sec. Mktg. Agency Acct Num:		
Mortgage ID Number (MIN):		
Specialized Payment Ind.:		
Defrd. Payment Start Date:		
Balloon Payment Amt.:		
Balloon Payment Due Date:		
Portfolio Indicator:		
Purchased From / Sold To:		
Narrative / Remarks:		

Account History

Year	Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan
2009	Req	0	0	0	0	0	0	0	0	0	0	0
2008	Req	0	0	0	0	0	0	0	0	0	0	0
2007	Req	0	0	0	0	0	0	0	0	0	0	0
2006	Req	-	-	-	-	-	-	-	-	-	-	-
2005	Req	-	-	-	-	-	-	-	-	-	-	-
2004	Req	-	-	-	-	-	-	-	-	-	-	-
2003	Req	-	-	-	-	-	-	-	-	-	-	-
2002	Req	-	-	-	-	-	-	-	-	-	-	-

Associated Consumer Information

Last Name:	
First Name:	
Middle Name:	
Generation Code:	
SSN:	
Date Of Birth:	
Telephone Number:	
ECOA Code:	
Cit:	
Street Address:	
City:	
State:	
Zip:	
Authorized Name:	Richel Santos
Date:	12/16/2009
When you sign this form, you certify that you have verified the accuracy of the entire item in compliance with all legal requirements and that your computer and/or manual records will be adjusted to reflect changes noted above.	

Account Number: 7097		SSN: 641	
Consumer Name: MARY E PERKINS WHITE		Control Number: 3738476576001	
Response Code: 02:Modify account information as indicated	Subscriber Code: 0902512		
Response Date: 01/22/2010	DF Contact Number:		
Response Due Date: 01/22/2010	DF Authorized Name: Jeanne Masmla		

Dispute Information:	
Dispute Code 1:	106:Disputes present/previous Account Status/Payment History Profile/Payment Rating. Verify Payment History Profile, Account Status, and Payment Rating.
Dispute Code 2:	
FCRA Relevant information:	30-60 & 90 DAYS PAST DUE SINCE 08/09 IS INCORRECT. GMAC 07/14/09 SIGN JOHN BURKS @214-8746817/LOAN MODIF.HAS BEEN APPROVED/CURR ACCT [REDACTED]

Consumer Information		Request Data	Response Data	Same / Diff
Last Name:	PERKINS WHITE			Same
First Name:	MARY			Same
Middle Name:	E			Same
Generation Code:				Unknown
Prev. Last Name:				Unknown
Prev. First Name:				Unknown
Prev. Middle Name:				Unknown
Prev. Generation Code:				Unknown
SSN:	641			Same
Date Of Birth:				Unknown
Telephone Number:				Unknown
ECOA Code:	1:Individual	Individual		Same
Street Address:	7916 RAY NASH DR NW			Same
City:	GIG HARBOR			Same
State:	WA:Washington			Same
Zip:	98335			Same
Prev. Street Address:				Unknown
Prev. City:				Unknown
Prev. State:				Unknown
Prev. Zip:				Unknown
2nd Prev. Street Address:				Unknown
2nd Prev. City:				Unknown
2nd Prev. State:				Unknown
2nd Prev. Zip:				Unknown

Account Information		Request Data	Response Data
Account Status:	05:Account transferred to another office.	05:Account transferred to another office.	
Payment Rating:		05:Account transferred to another office.	
Cond. / Cum. Status:	TRANSFERRED/ DEL 90		
CL:			
MOP:			
CCC:	XB:Account information disputed by consumer.	XB:Account information disputed by consumer.	

3738476576001

SGC:	O:Account transferred to another lender.	
Portfolio Type:		
Account Type:	89:Home Equity Line of Credit	89:Home Equity Line of Credit
Term Duration:	REV	180
Term Frequency:	M:Monthly	M:Monthly
Date Opened:	10/13/2008	10/13/2008
Date of Account Information:	11/18/2009	11/18/2009
Date of Last Payment:	08/17/2009	08/17/2009
Date Closed:		
FCRA DOFD:		
Current Balance:	0	
Amount Past Due:		
High Credit / Original Amt.:	200000	
Credit Limit:	200000	
Original Charge Off Amount:		
Actual Payment:		
Scheduled Monthly Payment:		
Original Creditor Name:		
Creditor Classification:		
Agency ID:		
Sec. Mdg. Agency Acct Num:		
Mortgage ID Number (MIN):	4218	18084218100401-10
Specialized Payment Ind.:		
Defrd. Payment Start Date:		
Balloon Payment Amt.:		
Balloon Payment Due Date:		
Portfolio Indicator:		
Purchased From / Sold To:		
Narrative / Remarks:		

Account History

Year	Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan
2009	Reg	0	0	0	0	0	0	0	0	0	0	0
2008	Reg	0	0	0	0	0	0	0	0	0	0	0
2007	Reg	0	0	0	0	0	0	0	0	0	0	0
2006	Reg	0	0	0	0	0	0	0	0	0	0	0
2005	Reg	0	0	0	0	0	0	0	0	0	0	0
2004	Reg	0	0	0	0	0	0	0	0	0	0	0
2003	Reg	0	0	0	0	0	0	0	0	0	0	0
2002	Reg	0	0	0	0	0	0	0	0	0	0	0

Associated Consumer Information

Last Name:	
First Name:	
Middle Name:	
Generation Code:	
SSN:	
Date Of Birth:	
Telephone Number:	
ECOA Code:	
CR:	
Street Address:	
City:	
State:	
Zip:	
Authorized Name:	Jeanne Mesnila
Date:	12/18/2009

When you sign this form, you certify that you have verified the accuracy of the entire item in compliance with all legal requirements and that your computer and/or manual records will be adjusted to reflect changes noted above.

Account Number:		087	SSN:		6641
Consumer Name:		MARY E WHITE	Control Number:		21451922800802001N
Response Code:		Q2:Modify account information as indicated	Subscriber Code:		1MSZ001
Response Date:			DF Contact Number:		
Response Due Date:		02/08/2010	DF Authorized Name:		Jeanne Maemila

Dispute Information:	
Dispute Code 1:	106:Disputes present/previous Account Status/Payment History Profile/Payment Rating. Verify Payment History Profile, Account Status, and Payment Rating.
Dispute Code 2:	110:Claims company will change. Verify all account information.
FCRA Relevant Information:	

Consumer Information		Request Data	Response Data	Same / Diff
Last Name:	WHITE	PERKINS WHITE		Same
First Name:	MARY			Same
Middle Name:	E			Same
Generation Code:				Unknown
Prev. Last Name:	PERKINS WHITE MARY			Unknown
Prev. First Name:	WHITE MARY ELIZABETH			Unknown
Prev. Middle Name:	PERKINSWHITE MARY EL			Unknown
Prev. Generation Code:				Same
SSN:	6641			Same
Date Of Birth:				Unknown
Telephone Number:	9998533658			Unknown
ECOA Code:	1:Individual			Same
Street Address:	7918 RAY HASH DRIVE NW			Same
City:	GIG HARBOR			Same
State:	WA:Washington			Same
Zip:	98335			Same
Prev. Street Address:	489 PO BOX 489			Unknown
Prev. City:	GIG HARBOR			Unknown
Prev. State:	WA:Washington			Unknown
Prev. Zip:	98335			Unknown
2nd Prev. Street Address:	10322 NW 123RD ST			Unknown
2nd Prev. City:	GIG HARBOR			Unknown
2nd Prev. State:	WA:Washington			Unknown
2nd Prev. Zip:	98329			Unknown

Account Information:		Request Data	Response Data
Account Status:	90:Account 90 days past the due date.		
Payment Rating:			
Cond. / Cum. Status:			
COI:			
MOP:			
CCC:	XB:Account information disputed by consumer.		

21481922600802301N

SCC:		
Portfolio Type:	C:Line of credit	C:Line of credit
Account Type:	6D:Home Equity	6D:Home Equity Line of Credit
Terms Duration:		180
Terms Frequency:		Monthly
Date Opened:	10/01/2006	10/1/2006
Date of Account Information:	11/01/2009	11/1/2009
Date of Last Payment:		
Date Closed:	11/01/2009	11/1/2009
ECRA DOFD:	08/01/2009	08/1/2009
Current Balance:	0	0
Amount Past Due:	0	0
High Credit / Original Amt.:	200000	200000
Credit Limit:	200000	200000
Original Charge Off Amount:		
Actual Payment:		
Scheduled Monthly Payment:		0
Original Creditor Name:		
Creditor Classification:		
Agency ID:		
Sec. Mktg. Agency Acct Num:		
Mortgage ID Number (MIN):		000000000000000000
Specialized Payment Ind.:		
Defrd. Payment Start Date:		
Balloon Payment Amt.:		
Balloon Payment Due Date:		
Portfolio Indicator:		
Purchased From / Sold To:		
Narrative / Remarks:	ACCT INFO DISPUTED BY CONSUMR	

Account History

Year		Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan
2009	Reg	0	0	3	2	1	0	0	0	0	0	0	0
2008	Reg	0	0	0	0	0	0	0	0	0	0	0	0
2007	Reg	0	0	0	-	-	-	-	-	-	-	-	-
2006	Reg	-	-	-	-	-	-	-	-	-	-	-	-
2005	Reg	-	-	-	-	-	-	-	-	-	-	-	-
2004	Reg	-	-	-	-	-	-	-	-	-	-	-	-
2003	Reg	-	-	-	-	-	-	-	-	-	-	-	-
	Reg	-	-	-	-	-	-	-	-	-	-	-	-

Associated Consumer Information

Last Name:	
First Name:	
Middle Name:	
Generation Code:	
SSN:	
Date Of Birth:	
Telephone Number:	
ECOA Code:	
CII:	
Street Address:	
City:	
State:	
Zip:	
Authorized Name:	Jeanne Masmela
Date:	01/14/2010

When you sign this form, you certify that you have verified the accuracy of the entire item in compliance with all legal requirements and that your computer and/or manual records will be adjusted to reflect changes noted above.

Account Number: 7097		SSN: 6641	
Consumer Name: MARY E WHITE		Control Number: 21451922801501001N	
Response Code: 02:Modify account information as indicated		Subscriber Code: 1MSZ001	
Response Date: 06/03/2010		DF Contact Number:	
Response Due Date: 06/03/2010		DF Authorized Name: Sasha Orlandea	

Dispute Information	
Dispute Code 1:	109:Disputes Current Balance - Verify Original Loan Amount, Scheduled Monthly Payment Amount, Actual Payment Amount, Amount Past Due, Current Balance, and Original Charge-off Amount.
Dispute Code 2:	108:Disputes present/previous Account Status/Payment History Profile/Payment Rating. Verify Payment History Profile, Account Status, and Payment Rating.
FCRA Relevant Information:	

Consumer Information		Request Data	Response Data	Source Data
Last Name:	WHITE			
First Name:	MARY			
Middle Name:	E			
Generation Code:				
Prev. Last Name:	PERKINS WHITE MARY			
Prev. First Name:	WHITE MARY ELIZABETH			Unknown
Prev. Middle Name:	PERKINSWHITE MARY EL			Unknown
Prev. Generation Code:				
SSN:	6641			Same
Date Of Birth:				Unknown
Telephone Number:	9098533658			Unknown
ECOA Code:	1:Individual			
Street Address:	7918 NW RAY NASH DR		1018 RAY NASH DR NORTHWEST	
City:	GIG HARBOR		GIG HARBOR	
State:	WA:Washington		WA:Washington	
Zip:	98335		98335	
Prev. Street Address:	489 PO BOX 489			Unknown
Prev. City:	GIG HARBOR			
Prev. State:	WA:Washington			
Prev. Zip:	98335			
2nd Prev. Street Address:	10322 NW 123RD ST			
2nd Prev. City:	GIG HARBOR			
2nd Prev. State:	WA:Washington			
2nd Prev. Zip:	98329			

Account Information		Request Data	Response Data
Account Status:	80:Account 90 days past the due date.		Account transferred to a new owner.
Payment Rating:			Account transferred to a new owner.
Cond. / Cum. Status:			Account transferred to a new owner.
CII:			Account transferred to a new owner.
MOP:			Account transferred to a new owner.
CCC:	XB:Account information disputed by consumer.		XB:Removes the most recent reported delinquency Condition Code.

21:51922601501001N

SCC:	
Portfolio Type:	C:Line of credit
Account Type:	6D:Home Equity
Term Duration:	
Term Frequency:	
Date Opened:	10/01/2006
Date of Account Information:	01/01/2010
Date of Last Payment:	
Date Closed:	11/01/2009
FCRA DOFD:	08/01/2009
Current Balance:	0
Amount Past Due:	0
High Credit / Original Amt.:	200000
Credit Limit:	200000
Original Charge Off Amount:	
Actual Payment:	
Scheduled Monthly Payment:	
Original Creditor Name:	
Creditor Classification:	
Agency ID:	
Sec. Mktg. Agency Acct Num:	
Mortgage ID Number (MID):	
Specialized Payment Ind.:	
Defrd. Payment Start Date:	
Balloon Payment Amt.:	
Balloon Payment Due Date:	
Portfolio Indicator:	
Purchased From / Sold To:	
Narrative / Remarks:	ACCT INFO DISPUTED BY CONSUMR

Account History

Year	Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan
2010	Req											
2009	Req	0	0	3	2	1	0	0	0	0	0	0
2008	Req	0	0	0	0	0	0	0	0	0	0	0
2007	Req	0	0	0	0	0	0	0	0	0	0	0
2006	Req	0	0	0	0	0	0	0	0	0	0	0
2005	Req	0	0	0	0	0	0	0	0	0	0	0
2004	Req	0	0	0	0	0	0	0	0	0	0	0
2003	Req	0	0	0	0	0	0	0	0	0	0	0

Associated Consumer Information

Last Name:	
First Name:	
Middle Name:	
Generation Code:	
SSN:	
Date Of Birth:	
Telephone Number:	
ECOA Code:	
Cit:	
Street Address:	
City:	
State:	
Zip:	
Authorized Name:	Sasha Onlanada
Date:	05/13/2010
When you sign this form, you certify that you have verified the accuracy of the entire item in compliance with all legal requirements and that your computer and/or manual records will be adjusted to reflect changes noted above.	

ACCU Response:		3782689023001	
Account Number:	7097	SSN:	6641
Consumer Name:	MARY E PERKINS WHITE	Control Number:	3782689023001
Response Code:	02:Modify account information as indicated	Subscriber Code:	0902512
Response Date:	10/29/2010	DF Contact Number:	
Response Due Date:	10/29/2010	DF Authorized Name:	Richel Santos

Dispute Information	
Dispute Code 1:	106:Disputes present/previous Account Status/Payment History Profile/Payment Rating. Verify Payment History Profile, Account Status, and Payment Rating.
Dispute Code 2:	
FCRA Relevant Information:	PAYMENTS SUBMITTED TIMELY. GMAC DID NOT ALLOCATE PAYMENTS PROPERLY. PLEASE REMOVE THIS./CURR ACCT ACT. DT:10/06/10

Consumer Information		Request Data	Response Data	Same / Diff
Last Name:	PERKINS WHITE			Same
First Name:	MARY			Same
Middle Name:	E			Same
Generation Code:				Unknown
Prev. Last Name:				Unknown
Prev. First Name:				Unknown
Prev. Middle Name:				Unknown
Prev. Generation Code:				Unknown
SSN:	6641			Same
Date Of Birth:				Unknown
Telephone Number:				Unknown
ECOA Code:	1:Individual			Same
Street Address:	PO BOX 489			Same
City:	GIG HARBOR			Same
State:	WA:Washington			Same
Zip:	98335			Same
Prev. Street Address:				Unknown
Prev. City:				Unknown
Prev. State:				Unknown
Prev. Zip:				Unknown
2nd Prev. Street Address:				Unknown
2nd Prev. City:				Unknown
2nd Prev. State:				Unknown
2nd Prev. Zip:				Unknown

Account Information		Request Data	Response Data
Account Status:	05:Account transferred to another office.		
Payment Rating:			300 - 119 days past due
Cond. / Cum. Status:	TRANSFERRED/ DEL 90		
CII:			
MOP:			
CCC:	XB:Account information disputed by consumer.		XP:Payment history information reported complete

3767689033001

SEC:	Account transferred to another lender.
Portfolio Type:	
Account Type:	99: Home Equity Line of Credit
Terms Duration:	REV
Terms Frequency:	M: Monthly
Date Opened:	10/13/2008
Date of Account Information:	11/18/2009
Date of Last Payment:	08/17/2009
Date Closed:	
FCRA DOFD:	
Current Balance:	0
Amount Past Due:	0
High Credit / Original Amt.:	200000
Credit Limit:	200000
Original Charge Off Amount:	
Actual Payment:	
Scheduled Monthly Payment:	0
Original Creditor Name:	
Creditor Classification:	
Agency ID:	
Sec. Mktg. Agency Acct Num:	
Mortgage ID Number (MID):	219
Specialized Payment Ind.:	
Defrd. Payment Start Date:	
Balloon Payment Amt.:	
Balloon Payment Due Date:	
Portfolio Indicator:	
Purchased From / Sold To:	
Narrative / Remarks:	

Account History

Year	Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan
2010	Reg											
2009	Reg		3	2	1	0	0	0	0	0	0	0
2008	Reg	0	0	0	0	0	0	0	0	0	0	0
2007	Reg	0	0	0	0	0	0	0	0	0	0	0
2006	Reg											
2005	Reg											
2004	Reg											
2003	Reg											

Associated Consumer Information

Last Name:	
First Name:	
Middle Name:	
Generation Code:	
SSN:	
Date Of Birth:	
Telephone Number:	
ECOA Code:	
CU:	
Street Address:	
City:	
State:	
Zip:	
Authorized Name:	Richel Santos
Date:	10/08/2010

When you sign this form, you certify that you have verified the accuracy of the entire item in compliance with all legal requirements and that your computer and/or manual records will be adjusted to reflect changes noted above.

Account Number: 7097		SSN: 641	
Consumer Name: WHITE MARY PERKINS		Control Number: 99990279031684034	
Response Code: 02: Modify account information as indicated	Subscriber Code: 682FM06438		Exp. fax
Response Date: 10/30/2010	DF Contact Number:		
Response Due Date: 10/30/2010	DF Authorized Name: Rakima Banto		

Dispute Information:	
Dispute Code 1:	106: Disputes present/previous Account Status/Payment History Profile/Payment Rating. Verify Payment History Profile, Account Status, and Payment Rating.
Dispute Code 2:	
FCRA Relevant information:	All payments submitted timely. GMAC did not allocate payments which caused me to be reported inaccurately. Please remove.

Consumer Information		Request Date	Response Date	Status
Last Name:	PERKINS			
First Name:	WHITE			
Middle Name:	MARY			
Generation Code:				
Prev. Last Name:	PERKINSWHITE			
Prev. First Name:	MARY			
Prev. Middle Name:	E			
Prev. Generation Code:				
SSN:	641			
Date Of Birth:				
Telephone Number:				
ECOA Code:	1: Individual			
Street Address:	PO BOX 489			
City:	GIG HARBOR			
State:	WA: Washington			
Zip:	98335			
Prev. Street Address:	7918 RAY NASH DR NW			
Prev. City:	GIG HARBOR			
Prev. State:	WA: Washington			
Prev. Zip:	98335			
2nd Prev. Street Address:	10322 123RD ST NW			
2nd Prev. City:	GIG HARBOR			
2nd Prev. State:	WA: Washington			
2nd Prev. Zip:	98329			

Account Information		Request Date	Response Date
Account Status:	80: Account 90 days past the due date.		
Payment Rating:	3: 90 - 119 days past due date		
Cond. / Cum. Status:			
CII:			
MOP:	04: Pays 90-119 days; not more than 4 payments past due		
CCC:	X8: Account information disputed by consumer.		

99990279001684034

SCC:	O: Account transferred to another lender.	
Portfolio Type:	C: Line of credit	C: Line of credit
Account Type:	8D: Home Equity	8D: Home Equity Line of Credit
Term Duration:	LOC	LOC
Term Frequency:	M: Monthly	M: Monthly
Date Opened:	10/01/2008	10/01/2008
Date of Account Information:	12/01/2008	12/01/2008
Date of Last Payment:	08/01/2009	08/01/2009
Date Closed:	11/01/2009	11/01/2009
FCRA DOPD:	08/01/2009	08/01/2009
Current Balance:	0	0
Amount Past Due:		
High Credit / Original Amt.:	200000	200000
Credit Limit:	200000	200000
Original Charge Off Amount:		
Actual Payment:		
Scheduled Monthly Payment:	0	0
Original Creditor Name:		
Creditor Classification:		
Agency ID:		
Sec. Mktg. Agency Acct Num:		
Mortgage ID Number (MID):	1219	
Specialized Payment Ind.:		
Defrd. Payment Start Date:		
Balloon Payment Amt.:		
Balloon Payment Due Date:		
Portfolio Indicator:		
Purchased From / Sold To:		
Narrative / Remarks:		

Account History

Year	Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan
2010	Req											
2009	Req	0	3	2	1	0	0	0	0	0	0	0
2008	Req	0	0	0	0	0	0	0	0	0	0	0
2007	Req	0	0	0	0	0	0	0	0	0	0	0
2006	Req	0	0	0	0	0	0	0	0	0	0	0
2005	Req	0	0	0	0	0	0	0	0	0	0	0
2004	Req	0	0	0	0	0	0	0	0	0	0	0
2003	Req	0	0	0	0	0	0	0	0	0	0	0

Associated Consumer Information

Last Name:	
First Name:	
Middle Name:	
Generation Code:	
SSN:	
Date Of Birth:	
Telephone Number:	
ECOA Code:	
CII:	
Street Address:	
City:	
State:	
Zip:	
Authorized Name:	Rakhima Banto
Date:	10/08/2010

When you sign this form, you certify that you have verified the accuracy of the entire item in compliance with all legal requirements and that your computer and/or manual records will be adjusted to reflect changes noted above.

Account Number: 7097		SSN: 6641	
Consumer Name: MARY E PERKINSWHITE		Control Number: 22805325800403001N	
Response Code: 02:Modify account information as indicated	Subscriber Code: 1MSZ001		TransUnion
Response Date: 11/02/2010	DF Contact Number:		
Response Due Date: 11/02/2010	DF Authorized Name: Joyce Aimes Amascual		

Dispute Information:	
Dispute Code 1:	106:Dispute present/previous Account Status/Payment History Profile/Payment Rating. Verify Payment History Profile, Account Status, and Payment Rating.
Dispute Code 2:	112:Consumer states inaccurate information. Provide or confirm complete ID and account information.
FCRA Relevant Information:	

Consumer Information		Request Data	Response Data	Pa L. Dnt
Last Name:	PERKINSWHITE	PERKINSWHITE		
First Name:	MARY	MARY		
Middle Name:	E			
Generation Code:				
Prev. Last Name:	WHITE MARY ELIZABETH			
Prev. First Name:	PERKINS WHITE MARY			
Prev. Middle Name:	PERKINSWHITE MARY EL			
Prev. Generation Code:				
SSN:	6641			
Date Of Birth:				
Telephone Number:	9908533658			
ECOA Code:	1:Individual			
Street Address:	489 PO BOX 489			
City:	GIG HARBOR	GIG HARBOR		
State:	WA:Washington	WA:Washington		
Zip:	98335	98335		
Prev. Street Address:	7918 NW RAY NASH DR			
Prev. City:	GIG HARBOR			
Prev. State:	WA:Washington			
Prev. Zip:	98335			
2nd Prev. Street Address:	10322 NW 123RD ST			
2nd Prev. City:	GIG HARBOR			
2nd Prev. State:	WA:Washington			
2nd Prev. Zip:	98329			

Account Information:	
Account Status:	80:Account 90 days past the due date.
Payment Rating:	05:Account in arrears 30 days or more
Cond. / Cum. Status:	
Clt:	
MOP:	
CCC:	

SEC:		
Portfolio Type:	C:Line of credit	
Account Type:	6D:Home Equity	6D:Home Equity Line of Credit
Term Duration:		
Term Frequency:		
Date Opened:	10/01/2006	
Date of Account Information:	11/01/2009	
Date of Last Payment:		
Date Closed:	11/01/2009	
FCRA DOFD:	06/01/2009	06/01/2009
Current Balance:	0	
Amount Past Due:	0	
High Credit / Original Amt.:	200000	
Credit Limit:	200000	
Original Charge Off Amount:		
Actual Payment:		
Scheduled Monthly Payment:		
Original Creditor Name:		
Creditor Classification:		
Agency ID:		
Sec. Mktg. Agency Acct Num:		
Mortgage ID Number (MIN):		
Specialized Payment Ind.:		
Defrd. Payment Start Date:		
Balloon Payment Amt.:		
Balloon Payment Due Date:		
Portfolio Indicator:		
Purchased From / Sold To:		
Narrative / Remarks:		

Account History

Year		Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan
2010	Req				0	0	0	0	0	0	0	0	0
2009	Req	0	0	3	2	1	0	0	0	0	0	0	0
2008	Req	0	0	0	0	0	0	0	0	0	0	0	0
2007	Req	0	0	0	0	0	0	0	0	0	0	0	0
2006	Req	0	0	0	0	0	0	0	0	0	0	0	0
2005	Req	0	0	0	0	0	0	0	0	0	0	0	0
2004	Req	0	0	0	0	0	0	0	0	0	0	0	0
2003	Req	0	0	0	0	0	0	0	0	0	0	0	0

Associated Customer Information

Last Name:	
First Name:	
Middle Name:	
Generation Code:	
SSN:	
Date Of Birth:	
Telephone Number:	
ECOA Code:	
Cit:	
Street Address:	
City:	
State:	
Zip:	
Authorized Name:	Joyce Aimee Amasual
Date:	10/09/2010
When you sign this form, you certify that you have verified the accuracy of the entire item in compliance with all legal requirements and that your computer and/or manual records will be adjusted to reflect changes noted above.	

Account Number: 007		SSN: 841	
Consumer Name: WHITE MARY PERKINS		Control Number: 99990347025996033	
Response Code: 02:Modify account information as indicated	Subscriber Code: 682FM06438		Ex. 108
Response Date: 12/18/2011	DF Contact Number:		
Response Due Date: 01/18/2011	DF Authorized Name: Sasha Orillaneda		

Dispute Code 1:	106:Disputes present/previous Account Status/Payment History Profile/Payment Rating. Verify Payment History Profile, Account Status, and Payment Rating.
Dispute Code 2:	105:Disputes Date of Last Payment/Date Opened/Date of First Delinquency/Date Closed. Verify all dates.
FCRA Relevant Information:	Loan modification executed July 18th 2009. All payments made on time. Have contacted GMAC numerous times to correct errors. They received all payments on time and did not apply them to my ??????? properly. See Greentree report of account. Paid on time.

Consumer Information		Request Data	Response Data	Status Data
Last Name:	PERKINS			
First Name:	WHITE			
Middle Name:	MARY			
Generation Code:				
Prev. Last Name:	PERKINSWHITE			
Prev. First Name:	MARY			Unknown
Prev. Middle Name:	E			Unknown
Prev. Generation Code:				
SSN:	841			Same
Date Of Birth:				Unknown
Telephone Number:				Unknown
ECOA Code:	1:Individual			
Street Address:	PO BOX 489	7918 RAY NASH DRIVE NW		Differs
City:	GIG HARBOR	GIG HARBOR		
State:	WA: Washington	WA: Washington		
Zip:	98335	98335		
Prev. Street Address:	7918 RAY NASH DR NW			Same
Prev. City:	GIG HARBOR			
Prev. State:	WA: Washington			
Prev. Zip:	98335			
2nd Prev. Street Address:	10322 125RD ST NW			
2nd Prev. City:	GIG HARBOR			
2nd Prev. State:	WA: Washington			
2nd Prev. Zip:	98320			

Account Information:		Request Data	Response Data
Account Status:	80:Account 90 days past the due date.		80:Account 90 days past the due date.
Payment Rating:	3:90 - 119 days past due date		3:90 - 119 days past due date
Cond. / Cum. Status:			
CR:			
WOP:	04:Pays 90-119 days; not more than 4 payments past due		
CCC:			

99960347025998013

SCC:	0: Account transferred to another lender.	
Portfolio Type:	C: Line of credit	
Account Type:	6D: Home Equity	
Terms Duration:	LOC	
Terms Frequency:	M: Monthly	
Date Opened:	10/01/2008	
Date of Account Information:	10/01/2010	
Date of Last Payment:	08/01/2009	
Date Closed:	11/01/2009	
FCRA DOPD:	08/01/2009	
Current Balance:	0	
Amount Past Due:		
High Credit / Original Amt.:	200000	
Credit Limit:	200000	
Original Charge Off Amount:		
Actual Payment:		
Scheduled Monthly Payment:	0	
Original Creditor Name:		
Creditor Classification:		
Agency ID:		
Sec. Mktg. Agency Acct Num:		
Mortgage ID Number (MNI):	219	
Specialized Payment Ind.:		
Defrd. Payment Start Date:		
Balloon Payment Amt.:		
Balloon Payment Due Date:		
Portfolio Indicator:		
Purchased From / Sold To:		
Narrative / Remarks:		

Account History

Year	Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan
2010	Reg	0	0	0	0	0	0	0	0	0	0	0
2009	Reg	0	0	3	2	1	0	0	0	0	0	0
2008	Reg	0	0	0	0	0	0	0	0	0	0	0
2007	Reg	0	0	0	0	0	0	0	0	0	0	0
2006	Reg	0	0	0	0	0	0	0	0	0	0	0
2005	Reg	0	0	0	0	0	0	0	0	0	0	0
2004	Reg	0	0	0	0	0	0	0	0	0	0	0
2003	Reg	0	0	0	0	0	0	0	0	0	0	0

Associated Consumer Information

Last Name:	
First Name:	
Middle Name:	
Generation Code:	
SSN:	
Date Of Birth:	
Telephone Number:	
EEOA Code:	
CR:	
Street Address:	
City:	
State:	
Zip:	
Authorized Name:	Sasha Orlaneda
Date:	12/14/2010
When you sign this form, you certify that you have verified the accuracy of the entire item in compliance with all legal requirements and that your computer and/or manual records will be adjusted to reflect changes noted above.	

ADD Control Number:	54293780	ADD Correction Ind:	1
Date Submitted:	02/25/2011	DF Authorized Name:	LORI AGUIAR
Equifax SC:	882FM06438	Experian SC:	0902512
Innovis SC:	2003024	TransUnion SC:	1MSZ001

Consumer Information			
Last Name:	WHITE	Prev. Last Name:	
First Name:	MARY	Prev. First Name:	
Middle Name:	E	Prev. Middle Name:	
Generation Code:		Prev. Generation Code:	
Street Address:	PO Box 489	Prev. Street Address:	
City:	GIG HARBOR	Prev. City:	
State:	WA: Washington	Prev. State:	
Zip:	98335	Prev. Zip:	
SSN:	██████████641	DOB:	
Telephone Number:	2538533858		
CII:			
ECOA Code:	1: Individual		

Employment Information			
Employer Name:		Street Address:	
Occupation:		City:	
		State:	
		Zip:	

Account Information			
Account Status:	05: Account transferred to another office.		
Payment Rating:	0: Current account		
Account Number:	██████████097		
Special Comment:	0: Account transferred to another lender.		
Compliance Condition:	XR: Removes the most recently reported Compliance Condition Code.		
Portfolio Type:	C: Line of credit		
Account Type:	89: Home Equity Line of Credit		
Interest Type Indicator:			
Terms Duration:	LOC	Scheduled Monthly Pymnt:	0
Terms Frequency:	M: Monthly	Original Creditor Name:	
Date Opened:	10/13/2006	Creditor Classification:	
Date Of Last Payment:	06/17/2009	Portfolio Indicator:	
FCRA DOFD:		Purchased From / Sold To:	
Date Of Acct Information:	11/02/2009	Specialized Payment Ind.:	
Date Closed:	11/02/2009	Defrd. Payment Start Date:	
Current Balance:	0	Balloon Payment Amt.:	
Credit Limit:	200000	Balloon Payment Due Date:	
Original Charge-Off Amt:		Agency ID:	
Actual Pymnt:	0	Sec. Mktg. Agency Account Number:	
Amt Past Due:	0	Mortgage ID Number (MN):	██████████4219
High Credit / Orig. Amt.:	155310		

54293760

	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan
2011											
2010	-	-	-	-	-	-	-	-	-	-	-
2009	-	-	0	0	0	0	0	0	0	0	0
2008	0	0	0	0	0	0	0	0	0	0	0
2007	0	0	0	0	0	0	0	-	-	-	-
2006	-	-	-	-	-	-	-	-	-	-	-
2005	-	-	-	-	-	-	-	-	-	-	-
2004	-	-	-	-	-	-	-	-	-	-	-

Associated Consumer Information

	First Associated Consumer	Second Associated Consumer
Last Name:		
First Name:		
Middle Name:		
Generation Code:		
SSN:		
Date Of Birth:		
Telephone Number:		
ECOA Code:		
CII:		
Street Address:		
City:		
State:		
Zip:		
Authorized Signature:	LORI AGUIAR	
Date:	02/25/2011	
When you sign this form, you certify that your computer and/or manual records have been adjusted to reflect any changes made.		

EXHIBIT 3

CLAIM 1296

List of full events (corrected 031213)

Date on Doc	Type	Which agency	Important notes	Bates numbers
12/9/2009	GMAC complaint certified letter	GMAC	Certified Letter to GMAC asking that they correct the errors GMAC has made on account, and stop reporting me as late 30, 60, 90 Aug, Sept, Oct, included copy of loan mod, and proof of payments made on time and EXP credit report	MW205-241
12/9/2009	GMAC QWR	GMAC	Certified letter, requesting Qualified Written Response	MW171-175
12/9/2009	GMAC loss mlt certified letter	GMAC	Certified letter to GMAC Loss Mit asking the correct the errors on eth account and stop reporting me late. Included copy of loan mod, proof of payments, Experian credit report/	MW176-204
12/24/2009	GMAC letter	GMAC	Letter from GMAC, unable to make corrections to credit unless they made a mistake.	MW1111
1/8/2010	GMAC QWR	GMAC	GMAC QWR response. Payment history and transfer letter	MW1093-
1/11/2010	Call to GMAC	Called John Burks GMAC	011110- I called John Burks at GMAC loan modification, (he signed the loan modification), left a message asking him to call me back and assist me in getting the errors at GMAC corrected. If he could not help me, I would appreciate if he would call and tell me who to talk to. No return call.	MW2105
2/25/2011	Letter from GMAC	Letter of apology from GMAC	Letter of apology from GMAC for reporting lates, said they are making corrections to all bureaus.	MW1153

EXHIBIT 3

Claim 1296

EXHIBIT 4

CLAIM 1296

1
2
3
4
5
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10
11
12
13
14 THE HONORABLE RONALD B. LEIGHTON
15

16 UNITED STATES DISTRICT COURT
17 WESTERN DISTRICT OF WASHINGTON
18 AT TACOMA

19 MARY PERKINS WHITE,
20

21 Plaintiff,
22

23 v.
24

25 GMAC MORTGAGE, LLC, and
26 GREEN TREE SERVICING LLC,
27

28 Defendants.
29
30
31

No. 11-cv-05439-RBL

DEFENDANT GREEN TREE
SERVICING LLC'S FIRST SET OF
INTERROGATORIES AND REQUESTS
FOR PRODUCTION TO PLAINTIFF AND
THIRD SUPPLEMENTAL RESPONSE TO
INTERROGATORY 2

32
33
34 **INTERROGATORY NO. 2:** With respect to each element of damages that you seek to recover
35
36 in this action, separately identify the amount of damages for each of the following three time
37
38 periods: (i) September 2009 to March 2010, (ii) March 2010 to June 2010, and (iii) July 2010 to
39
40 present. For each amount identified within each period, identify:

- 41
42
43 a. The party or parties against whom such damages are sought;
44
45 b. The method by which such damages are to be calculated;
46
47 c. Each person believed by you to have knowledge relating to such
48
49 calculation of damages; and
50
51

DEFENDANT GREEN TREE SERVICING LLC'S FIRST SET OF INTERROGATORIES AND REQUESTS FOR
PRODUCTION TO PLAINTIFF AND SUPPLEMENTAL RESPONSES TO INTERROGATORY 2 - 1

1 d. Each document that you believe to constitute evidence supporting or
2
3 contradicting each such calculation of damages.
4

5 **ANSWER:**
6

7 Objection Green Tree demands information broken out in discrete time periods that
8
9 cannot be done in the manner its request assumes. Plaintiff respectfully submits she is unable to
10
11 compute, suggest or recommend the amount of damages that will be awarded by a jury at trial.
12
13 Plaintiff can only provide a computation of the actual out-of-pocket and other quantifiable costs
14
15 and expenses incurred in the matter forming the basis of the action. Plaintiff has had adverse
16
17 action taken on existing credit accounts and applications for credit, and abstained from some
18
19 credit applications and lost previously available credit resulting in Ms. White selling possessions
20
21 to cover obligations. Please see documents provided progressively numbered MaryWhite001-
22
23
24
25
26 2102.
27
28
29

30 Nominal estimated and approximate out of pocket loss total \$300 to date for mailing
31
32 expenses, faxing, driving, paper, printing, \$100.00 in phone calls and medication in the amount
33
34 of \$780.00. The plaintiff recognizes that medical testimony may be necessary to establish
35
36 causation (or a substantial factor) and necessity of pharmaceuticals.. We have executed medical
37
38 releases and if defendants elect to depose medical providers and in the process lay a foundation
39
40 for the introduction of prescription medication the plaintiff reserves the right introduce this
41
42 evidence.
43
44
45

46 Damages include abstention in applying for credit and damages for emotional distress including
47
48 humiliation, frustration, headaches feeling degraded, lost self esteem, anger, loss of enjoyment of
49
50
51

1 life, inconvenience, crying, anxiety, fear, shock, irritability, panic attacks, loss of concentration,
2
3 loss of time otherwise available for enjoyable pursuits and hobbies, nightmares, migraines,
4
5 nausea, loss of appetite, depression, loss of reputation, impairment of relationships, and plaintiff
6
7 will additionally ask for an award for loss of reputation, damage to her credit and for punitive
8
9 damages and statutory damages as well as attorney's fees and costs of litigation.
10
11
12
13

14 Application; 12/2010 Eagle Home Mortgage home loan application, denied.
15

16 Application; 02/09/2011 Eagle Home Mortgage home loan application, approved.
17
18

19 Application; 2007- United Pacific Mortgage Home loan approved.
20

21 10780 Santa Monica Blvd., Suite 400
22

23 Los Angeles, CA 90025
24

25 (310) 475-1809 226 - office
26
27

28 (310) 234-4788 - direct fax
29

30 (310) 528-1451 - cell
31
32

33 Mortgage rate – Plaintiff had to finance a house purchase in February 2011 at 5.5% and
34
35 would likely have qualified for a loan at about 3% at the time of purchase and will not
36
37 seek refinancing until she is assured her creditworthiness is reported correctly with regard
38
39 to the modified loan. From April 2011 to the end of 2012 plaintiff will have paid \$13,814.40 in
40
41 interest. If she had a loan of 3% versus 5.5% she would have paid approximately
42
43 \$7,857.94.
44
45

46 Date approximately 122911 - Pemco Insurance; insurance rates increased \$86.80
47
48 annually due to derogatory information on credit report.
49
50
51

1
2
3 Adverse Actions:
4
5
6

7
8 Bank Of America #9404- credit reduction twice due to "serious delinquency" on credit report.
9
10 Credit line reduced from \$6000 to \$3100, again from \$3100 to \$2700.
11
12

13
14 Juniper Credit card #1420- Interest rate increased from 11.99% to 16.99%, credit line reduced
15
16 from \$4100 to \$3100.
17
18

19
20
21 Mastercard #9199- credit line reduced from \$4400 to \$2150 due to serious delinquency on credit
22
23 report.
24
25

26
27
28 Bank of America #1258- credit line reduced from \$2500 to \$1900 due to delinquency on credit
29
30 report.
31
32

33
34
35 PEMCO insurance-increase of \$86.80 in insurance rates due to delinquencies on credit report.
36
37

38
39
40 Household items sold from 2009 to the end of 2010.
41
42

43
44 22 foot Searay boat with dual axle trailer sold for approx \$11,000
45
46

47 Electric trolling motor -worth \$199
48

49 Nordic recumbent bike -worth \$600
50
51

1 Treadmill -worth \$300

2
3 1981 Laser Sailboat worth \$1000

4
5 2 sets of water skis, tubing and tow accessories worth \$200

6
7
8 5 antique armoires-worth \$4000

9
10 12 antique quilts worth \$2000

11
12 1 loveseat worth \$200

13
14 One Natuzzi Leather Sectional worth \$3200

15
16 Antique leather settee worth \$1000

17
18 4 antique steamer chests worth \$400

19
20
21 1 Australian pine dining table worth \$600

22
23 8 antique ladder back chairs worth \$400

24
25 Collection of 30 antique ceramic roosters worth \$800

26
27 Antique three piece suite of upholstered mahogany settee and 2 arm chairs worth \$8k

28
29 One antique red leather sitting chair worth \$200

30
31 6 Antique mirrors framed in wood worth \$800

32
33 Numerous antique wall hangings worth approx. \$1500

34
35 1 antique oak library table worth \$300

36
37 3 antique wood and marble dressers worth \$1500

38
39 2 mid century upholstered chairs worth \$200

40
41 Glass block worth \$100

42
43 2 coffee tables worth \$200

44
45 Antique oak bed worth \$1200

1 10x14 Persian rug worth \$500

2
3 One 8x10 Chobi Persian rug worth \$800

4
5 One antique 14 foot Persian runner worth \$300

6
7 One stained glass dolphin wall hanging worth \$300

8
9
10 Stihl gas weed wacker worth \$250

11
12 One antique oak pub table worth \$250

13
14 One teak antique dining table worth \$600

15
16 One antique walnut bed worth \$150

17
18 One white painted chiffonier worth \$400

19
20
21 Additional assorted household decor and furnishings worth over \$2000.

22
23 Gold jewelry was sold for weight worth \$600

24
25
26
27
28 Plaintiff is guided by the order in Lambert v Beneficial Mortgage Corp., 2007 WL 1309542

29
30 (W.D. Wash. 2007)(denying summary judgment where testimony of plaintiff and child sufficient
31 evidence of emotional distress) in presenting her damages to the jury.

32
33 Only the trier of fact can provide a dollar figure for these damages and plaintiff can only provide
34 examples of other awards for actual damages relating to emotional distress and punitive damages
35 as follows:

- 36
37
38
39
40
41
42
43
44 1. Adams v. Phillips, 2002 U.S. Dist. Lexis 24888 (December 19, 2002). A federal jury in
45 the Eastern District of Louisiana awarded \$225,000 in compensatory damages and \$275,000 in
46 punitive damages in an impermissible access case.
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1 2. Anderson v. Conwood Co., 34 F. Supp.2d 650 (W.D. Tenn. 1999) (\$35,000.00 punitive
2 damage award vacated; \$2,000,000.00 compensatory award reduced to \$50,000.00 in absence
3 of testimony other than worry, stress, anxiety).
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6
7 3. Anderson v. Roberson, 249 F.3d 539 (6th Cir. 2001). b(f) verdict. The jury awarded \$7
8 Million in compensatory and punitive damages. The court remitted the award to 100K (50K
9 per plaintiff).
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11

12 4. Ayers v Experian, June 8, 2004 (E.D. Va) (settled \$95,000 included in bky)
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14

15 5. Bach v. First Union National Bank, 149 Fed. Appx. 354, 363 (6th Cir. 2005) (\$400,000
16 compensatory affirmed, \$2.6 million punitives reversed for new trial)
17
18

19 6. Brim v Midland Credit Management (D. Ala. 2011) \$100,000 actual damages and
20 \$623,180 punitive damages.
21
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23 7. Brown v. Experian (D. Conn. April 16, 2004) \$50,000 emotional distress.
24
25

26 8. Bakker v McKinnon, 152 F. 3d 1007, \$5,000 punitives and \$500 in actual damages for
27 an impermissible §1681b(f) violation.
28
29

30 9. Barnett Bank v. Hazel, 555 S.E.2d 195 (Ga. Ct. App. 2001) (Judgment of \$75,000.00
31 against bank for providing false information to credit reporting agencies with malice or willful
32 intent to injure).
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35 10. Bell v. May Department Stores, 6 S.W.3rd 871, (MO 1999) (jury awarded \$50,000.00
36 actual damages).
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39 11. Boothe v. TRW Credit Data, 557 F. Supp. 66 (S.D. N.Y. 1982) (\$15,000.00 punitive
40 damages against entity which had gotten credit report under false pretenses, plus attorney fees).
41 In Boothe, the defendant obtained the plaintiff's credit report from TRW for a business
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1 transaction, and the defendant user concealed the request, upon an investigation by TRW, to
2 which the court attributed the defendant's guilty knowledge. Id. at 69. Despite the absence of
3 actual damages, the court awarded punitive damages of \$15,000. Id. at 71-72.
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8 12. Bryant v. TRW, Inc., 689 F.2d 72 (6th Cir. 1982) (jury awarded a relatively modest
9 verdict of \$8,000 for embarrassment and humiliation).
10

11
12 13. Collins v. Retail Credit Co., 410 F. Supp. 924 (E.D. Mich. 1976) (\$21,750 for loss of
13 reputation, embarrassment, humiliation, in recognition of the many subtle and indirect effects
14 upon her personal, social and economic life).
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18 14. Cortez v TU, (05-cv-5684 PAED) (\$50,000 actual damages; \$750, 000 punitive
19 damages)
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23 15. Cousin v. Trans Union, 246 F.3d 399 (5th Cir. 2001) (\$50,000.00 actual damages, \$4.5
24 million punitive damages vacated by the appellate court)
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27
28 16. Guimond v. Trans Union, 45 F.3d 1329 (9th Cir. 1995) (on remand jury awarded
29 \$275,000.00 actual damages)
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33 17. Hall v. Harleysville Ins. Co., 943 F. Supp. 536 (E.D. Pa. 1996) (No damages, attorney
34 fees and costs \$87,821.48).
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38 18. Hoglan v. First Security Bank, 120 Idaho 682, 819 P.2d 100 (1991) (The court upheld a
39 jury verdict of \$20,000.00 for breach of contract and negligence, and overturned a \$200,000.00
40 award of punitive damages).
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43
44 19. Jones v. Credit Bureau of Greater Garden City, 1989 WL 134945 (D. Kan. Oct. 24,
45 1989) (\$500.00 for expenses, lost wages, mental anguish and embarrassment; \$10,620.00
46 attorney fees).
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1 20. Johnson v. MBNA, et al, 357 F.3d 426, (4th Cir.2004) (Docket #: 03-1235, USDC E.D
2 of VA, Richmond Division) §1681s-2b claim, actual damages \$90,300, 2/11/2004: Consumer
3 Protection - Fair Debt Act - Inadequate Investigation. MBNA Bank, a credit card company is
4 liable to a consumer for over \$90,000 under the Fair Credit Reporting Act, 15 U.S.C. § 1681a-
5 2(b)(1), for failing to make a reasonable investigation into a woman's claim that she did not
6 owe a \$17,000 debt on her husband's delinquent account.
7

8 21. Jones v. Credit Bureau of Huntington, Inc., 399 S.E.2d 694 (W. Va. 1990) (\$4,000 even
9 though erroneous credit report was corrected one week after publication).
10

11 22. Jorgenson v. Experian, (D. Ore. No. 96-286-JE) (jury awarded \$600,000.00 actual
12 damages in 1998; court added \$200,000.00 fees and costs) (theft of identity). Settled on appeal
13 for confidential amount.
14

15 23. Kirkpatrick v. Equifax, (D. Or. Jan 25, 2005), \$210,000 for emotional distress.
16

17 24. McGowan v. Warner, (Alabama, CV 9503310, 1999) (jury awarded \$1.85 million to
18 theft of identity victim against non credit bureaus).
19

20 25. Milgram v. Advanced Cellular Systems, Inc., 1990 WL 116322 (E.D. Pa. 1990) (Jury
21 award of \$20,000.00; \$20,224.00 attorney fees).
22

23 26. Mills v. NationsBank (Florida 1999) (jury awarded \$1.85 million to theft of identity
24 victim against non-credit bureaus).
25

26 27. Millstone v. O'Hanlon Reports, Inc., 383 F. Supp. 269 (E.D. Mo. 1974) (\$2,500.00
27 compensatory; \$10,000.00 punitive; \$12,500.00 attorney fees).
28

29 28. Morris v. Credit Bureau, 563 F. Supp. 962 (S.D. Ohio 1983) (\$10,000 for stress, anxiety,
30 humiliation, injury to his reputation, his work, his family, his sense of well-being).
31

1 29. Mullins v Equifax et al, USDC EDVa 2007, 3:05-cv-00888 (Actual damages \$20,000;
2 punitive damages \$100,000).

3
4
5 30. Nitti v. Credit Bureau of Rochester, Inc., 84 Misc. 2d 277, 375 N.Y.S.2d 817 (Sup. Ct.
6 1975) (\$10,000.00 punitive; \$8,000.00 attorney fees).

7
8
9 31. Northrop v. Hoffman of Simsbury, Inc., 134 F.3d 41, (6Conn. Ops. 447, Apr. 24, 2000)
10 (jury verdict of \$100,000 in compensatory damages and \$500,000 in punitives remitted by
11 Chief Judge to \$125,000 for punitives, no compensatory).

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13
14 32. Parker v. Drier, (Court File No. W.D. Wisc. 98-C-681-S) In May of 2000, a Federal
15 jury in Madison Wisconsin awarded \$3,500.00 in actual damages and \$100,000 in punitive
16 damages in an impermissible credit report pull. Punitive damage award was reduced to
17 \$35,000 but the full \$40,000 attorney fee petition plus cost was awarded. There was no appeal.

18
19 33. Phillips v. Grendahl, 312 F.3d 357, (8th Cir. 2002) reversing summary judgment, USDC
20 Minn. (CV 00-1382-) Jury verdict following remand, \$50, 000 punitive and \$10,000 actual
21 damages impermissible access of CR.)

22
23 34. Pinner v Schmidt, 617 F. Supp. 342 (E.D. La. 1985), 805 F.2d 1258 (5th Cir. 1991)
24 (\$100,000 actual and \$100,00 punitive remitted to \$25,000 actual). "In Pinner, 805 F.2d at
25 1265, the consumer was awarded \$25,000 for mental distress because of the humiliation and
26 embarrassment resulting from the three credit denials and from lengthy dealings with the credit
27 bureau." Stevenson, supra, at 297 [jury awarded \$100,000, remitted to \$25,000]. Pinner can
28 be distinguished as it does not concern loss of privacy or the humiliation suffered from the
29 theft of one's credit report. The plaintiff in Pinner experienced three credit denials due to a
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1 credit report's inaccuracies, which were corrected after several months. Stevenson, supra, at
2
3 297. Pinner v. Schmidt, 805 F.2d 1258, 1263 (5th Cir. 1986)
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5 35. Robinson v Equifax, 1:06-cv-01336-GBL/TRJ, 8/17/07(E.D.Va.), JURY VERDICT in
6
7 favor of Plaintiff awards damages in the amount of \$200,000.
8

9 36. Saunders v. Equifax Information Services, L.L.C. et al, Slip Copy, 2007 WL 98596
10
11 (E.D.Va.) (award against furnisher BB&T only) \$1k statutory, \$80k punitives.
12

13 37. Sloane v. Equifax et al, USDC, EDVA Court file no.: 1:05-cv-1272, July 18, 2006: Jury
14
15 verdict- Actual damages \$350,000; no punitives. Judge said that reinsertion might very well be
16
17 a strict liability provision within the FCRA. No order/opinion on MSJ- blanket order.
18

19 38. Soghomonian et al v. IRS et al, (ND CA December 2003): Jury awarded Plaintiffs \$940,
20
21 000 for emotional distress and actual damages; attorneys filed fee petition. (Jury verdict was
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23 \$5,000,000 in punitives and \$300,000 in actual damages. The punitives were remitted to
24
25 \$1,000,000 but there was no remittitur on the \$300,000. Attorney fees were approximately
26
27 \$110,000. Trans Union paid the full remitted judgment of approximately \$1,410,000). The
28
29 jury awarded Mr. Soghomonian \$342,225.00 and his wife, Ms. Garabedian, \$275,265.00 in
30
31 compensatory damages, for a total of \$617,490, and \$350,000 was awarded in punitive
32
33 damages.
34

35 39. Stevenson v. TRW, Inc., 978 F.2d 288 (5th Cir. 1993) (\$30,000 mental anguish and
36
37 embarrassment damages, \$20,700 fees).
38

39 40. Thomas v. Trans Union, 197 F.Supp.2d 1233, 1237 (U.S.D.C. Or. 2002) (theft of
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41 identity case tried in 2002, jury awarded \$5.3 million; court reduced award to \$1 million).
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43 41. Thompson v. Equifax, (Ala. 2002) (jury award \$80,000)
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1 42. Thompson v. San Antonio Retail Merchants Ass'n, 682 F.2d 509 (5th Cir. 1982)
2 (\$10,000 for humiliation and mental distress even though no out-of-pocket expenses).
3
4

5 43. Thornton v. Equifax, Inc., 467 F. Supp. 1008 (E.D. Ark. 1979) (\$5,000.00 compensatory
6 and \$250,000.00 punitive in light of defendant's annual gross income of \$300,000,000.00).
7
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9 44. Trans Union Corp. v. Crisp, 896 S.W. 2d 446 (Ark. App. 1995) (\$15,000 compensatory,
10 \$25,000 punitive).
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12

13 45. Valentine v. Equifax Information Services LLC, et al., U.S.District Court (Or.) Case
14 No. 05-CV-0801, October 2007. Jury awards \$200,000 against Equifax for damages.
15 Negligence found. Willfulness not found. This award does not include attorney's fees.
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17

18 46. Williams v. Equifax, (Florida state court Nov. 30, 2007) \$219,000 compensatory, \$2.7
19 million punitive.
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22 47. Wenger v. Trans Union, USDC, Central District of California, Case No. CV 95-6445
23 (jury award of actual damages of \$200,000.00).
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25

26 48. Yohay v. City of Alexandria Employees Credit Union, 827 F.2d 967 (4th Cir. 1987)
27 (punitive damages \$10,000; fees and costs over \$33,000); jury verdict, \$10,000 punitives,
28 \$32,411 fees, \$957.90 in costs. Appellate decision at 827 F.2d 967, (4th Cir. 1987).
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31 49. Zamora v. Valley Fed. S&L Ass'n, 811 F.2d 1368 (10th Cir. 1987) (\$61,500).
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33

34 50. Zotta v. Nations Credit Fin. Serv., USDC, Eastern District of Missouri, (Court File no.:
35 4:02-cv-1650, 2004) jury found for the Plaintiff in the amount of \$87,500 on his claim for
36 Defendant's negligent noncompliance with the FCRA.
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VERIFICATION

I am the plaintiff to whom this discovery is addressed. I have read the foregoing answers,
know the contents and believe the same to be true and correct.


Dated: November 9, 2012


Plaintiff

CERTIFICATION

Answers are in compliance with CR 26(g).

DATED this 9th day of November 2012.



Christopher E Green
Attorney for Plaintiff

CERTIFICATE OF SERVICE

On 11/10/12, I caused the foregoing document to be sent to the following attorneys in the related case by electronic mail:

Fredrick Rivera
FRivera@perkinscoie.com

Breanne Stubinger
bstrubinger@schuckitlaw.com

Amanda Beane
ABeane@perkinscoie.com

Lewis Perling
perling@kslaw.com

William Brown
wbrown@schuckitlaw.com

Laurin Sweet
laurins@schweetlaw.com

/s/ Christopher Green

Christopher Green

11/10/12
Dated

EXHIBIT 5

CLAIM 1296

CLAIM
1296

1. Adams v. Phillips, 2002 U.S. Dist. Lexis 24888 (December 19, 2002). A federal jury in the Eastern District of Louisiana awarded \$225,000 in compensatory damages and \$275,000 in punitive damages in an impermissible access case.
2. Anderson v. Conwood Co., 34 F. Supp.2d 650 (W.D. Tenn. 1999) (\$35,000.00 punitive damage award vacated; \$2,000,000.00 compensatory award reduced to \$50,000.00 in absence of testimony other than worry, stress, anxiety).
3. Anderson v. Roberson, 249 F.3d 539 (6th Cir. 2001), b(f) verdict. The jury awarded \$7 Million in compensatory and punitive damages. The court remitted the award to 100K (50K per plaintiff).
4. Ayers v Experian, June 8, 2004 (E.D. Va) (settled \$95,000 included in bky)
5. Bach v. First Union National Bank, 149 Fed. Appx. 354, 363 (6th Cir. 2005) (\$400,000 compensatory affirmed, \$2.6 million punitives reversed for new trial)
6. Brim v Midland Credit Management (D. Ala. 2011) \$100,000 actual damages and \$623,180 punitive damages.
7. Brown v. Experian (D. Conn. April 16, 2004) \$50,000 emotional distress.
8. Bakker v McKinnon, 152 F. 3d 1007, \$5,000 punitives and \$500 in actual damages for an impermissible §1681b(f) violation.
9. Barnett Bank v. Hazel, 555 S.E.2d 195 (Ga. Ct. App. 2001) (Judgment of \$75,000.00 against bank for providing false information to credit reporting agencies with malice or willful intent to injure).
10. Bell v. May Department Stores, 6 S.W.3rd 871, (MO 1999) (jury awarded \$50,000.00 actual damages).

11. Boothe v. TRW Credit Data, 557 F. Supp. 66 (S.D. N.Y. 1982) (\$15,000.00 punitive damages against entity which had gotten credit report under false pretenses, plus attorney fees). In Boothe, the defendant obtained the plaintiff's credit report from TRW for a business transaction, and the defendant user concealed the request, upon an investigation by TRW, to which the court attributed the defendant's guilty knowledge. *Id.* at 69. Despite the absence of actual damages, the court awarded punitive damages of \$15,000. *Id.* at 71-72.

12. Bryant v. TRW, Inc., 689 F.2d 72 (6th Cir. 1982) (jury awarded a relatively modest verdict of \$8,000 for embarrassment and humiliation).

13. Collins v. Retail Credit Co., 410 F. Supp. 924 (E.D. Mich. 1976) (\$21,750 for loss of reputation, embarrassment, humiliation, in recognition of the many subtle and indirect effects upon her personal, social and economic life).

14. Cortez v TU, (05-cv-5684 PAED) (\$50,000 actual damages; \$750, 000 punitive damages)

15. Cousin v. Trans Union, 246 F.3d 399 (5th Cir. 2001) (\$50,000.00 actual damages, \$4.5 million punitive damages vacated by the appellate court)

16. Guimond v. Trans Union, 45 F.3d 1329 (9th Cir. 1995) (on remand jury awarded \$275,000.00 actual damages)

17. Hall v. Harleysville Ins. Co., 943 F. Supp. 536 (E.D. Pa. 1996) (No damages, attorney fees and costs \$87,821.48).

18. Hoglan v. First Security Bank, 120 Idaho 682, 819 P.2d 100 (1991) (The court upheld a jury verdict of \$20,000.00 for breach of contract and negligence, and overturned a \$200,000.00 award of punitive damages).

19. Jones v. Credit Bureau of Greater Garden City, 1989 WL 134945 (D. Kan. Oct. 24, 1989) (\$500.00 for expenses, lost wages, mental anguish and embarrassment; \$10,620.00 attorney fees).

20. Johnson v. MBNA, et al, 357 F.3d 426, (4th Cir.2004) (Docket #: 03-1235, USDC E.D of VA, Richmond Division,) §1681s-2b claim, actual damages \$90,300, 2/11/2004: Consumer Protection - Fair Debt Act - Inadequate Investigation. MBNA Bank, a credit card company is liable to a consumer for over \$90,000 under the Fair Credit Reporting Act, 15 U.S.C. § 1681a-2(b)(1), for failing to make a reasonable investigation into a woman's claim that she did not owe a \$17,000 debt on her husband's delinquent account.

21. Jones v. Credit Bureau of Huntington, Inc., 399 S.E.2d 694 (W. Va. 1990) (\$4,000 even though erroneous credit report was corrected one week after publication).

22. Jorgenson v. Experian, (D. Ore. No. 96-286-JE) (jury awarded \$600,000.00 actual damages in 1998; court added \$200,000.00 fees and costs) (theft of identity). Settled on appeal for confidential amount.

23. Kirkpatrick v. Equifax, (D. Or. Jan 25, 2005), \$210,000 for emotional distress.

24. McGowan v. Warner, (Alabama, CV 9503310, 1999) (jury awarded \$1.85 million to theft of identity victim against non credit bureaus).

25. Milgram v. Advanced Cellular Systems, Inc., 1990 WL 116322 (E.D. Pa. 1990) (Jury award of \$20,000.00; \$20,224.00 attorney fees).

26. Mills v. NationsBank (Florida 1999) (jury awarded \$1.85 million to theft of identity victim against non-credit bureaus)

27. Millstone v. O'Hanlon Reports, Inc., 383 F. Supp. 269 (E.D. Mo. 1974) (\$2,500.00 compensatory; \$10,000.00 punitive; \$12,500.00 attorney fees).

28. Morris v. Credit Bureau, 563 F. Supp. 962 (S.D. Ohio 1983) (\$10,000 for stress, anxiety, humiliation, injury to his reputation, his work, his family, his sense of well-being).

29. Mullins v Equifax et al, USDC EDVa 2007, 3:05-cv-00888 (Actual damages \$20,000; punitive damages \$100,000)

30. Nitti v. Credit Bureau of Rochester, Inc., 84 Misc. 2d 277, 375 N.Y.S.2d 817 (Sup. Ct. 1975) (\$10,000.00 punitive; \$8,000.00 attorney fees)

31. Northrop v. Hoffman of Simsbury, Inc., 134 F.3d 41, (6Conn. Ops. 447, Apr. 24, 2000) (jury verdict of \$100,000 in compensatory damages and \$500,000 in punitives remitted by Chief Judge to \$125,000 for punitives, no compensatory).

32. Parker v. Drier, (Court File No. W.D. Wisc. 98-C-681-S) In May of 2000, a Federal jury in Madison Wisconsin awarded \$3,500.00 in actual damages and \$100,000 in punitive damages in an impermissible credit report pull. Punitive damage award was reduced to \$35,000 but the full \$40,000 attorney fee petition plus cost was awarded. There was no appeal.

33. Phillips v. Grendahl, 312 F.3d 357, (8th Cir. 2002) reversing summary judgment, USDC Minn. (CV 00-1382-) Jury verdict following remand, \$50, 000 punitive and \$10,000 actual damages impermissible access of CR.)

34. Pinner v Schmidt, 617 F. Supp. 342 (E.D. La. 1985), 805 F.2d 1258 (5th Cir. 1991) (\$100,000 actual and \$100,00 punitive remitted to \$25,000 actual). "In Pinner, 805 F.2d at 1265, the consumer was awarded \$25,000 for mental distress because of the

humiliation and embarrassment resulting from the three credit denials and from lengthy dealings with the credit bureau." Stevenson, supra, at 297 [jury awarded \$100,000, remitted to \$25,000]. Pinner can be distinguished as it does not concern loss of privacy or the humiliation suffered from the theft of one's credit report. The plaintiff in Pinner experienced three credit denials due to a credit report's inaccuracies, which were corrected after several months. Stevenson, supra, at 297. Pinner v. Schmidt, 805 F.2d 1258, 1263 (5th Cir. 1986)

35. Robinson v Equifax, 1:06-cv-01336-GBL/TRJ, 8/17/07(E.D.Va.), JURY VERDICT in favor of Plaintiff awards damages in the amount of \$200,000.

36. Saunders v. Equifax Information Services, L.L.C. et al, Slip Copy, 2007 WL 98596 (E.D.Va.) (award against furnisher BB&T only) \$1k statutory, \$80k punitives.

37. Sloane v. Equifax et al, USDC, EDVA Court file no.: 1:05-cv-1272, July 18, 2006: Jury verdict- Actual damages \$350,000; no punitives. Judge said that reinsertion might very well be a strict liability provision within the FCRA. No order/opinion on MSJ- blanket order.

38. Soghomonian et al v. IRS et al, (ND CA December 2003): Jury awarded Plaintiffs \$940, 000 for emotional distress and actual damages; attorneys filed fee petition. (Jury verdict was \$5,000,000 in punitives and \$300,000 in actual damages. The punitives were remitted to \$1,000,000 but there was no remittitur on the \$300,000. Attorney fees were approximately \$110,000. Trans Union paid the full remitted judgment of approximately \$1,410,000). The jury awarded Mr. Soghomonian \$342,225.00 and his wife, Ms. Garabedian, \$275,265.00 in compensatory damages, for a total of \$617,490, and \$350,000 was awarded in punitive damages.

39. Stevenson v. TRW, Inc., 978 F.2d 288 (5th Cir. 1993) (\$30,000 mental anguish and embarrassment damages, \$20,700 fees).

40. Thomas v. Trans Union, 197 F.Supp.2d 1233, 1237 (U.S.D.C. Or. 2002)- (theft of identity case tried in 2002, jury awarded \$5.3 million; court reduced award to \$1 million).

41. Thompson v. Equifax, (Ala. 2002) (jury award \$80,000)

42. Thompson v. San Antonio Retail Merchants Ass'n, 682 F.2d 509 (5th Cir. 1982) (\$10,000 for humiliation and mental distress even though no out-of-pocket expenses).

43. Thornton v. Equifax, Inc., 467 F. Supp. 1008 (E.D. Ark. 1979) (\$5,000.00 compensatory and \$250,000.00 punitive in light of defendant's annual gross income of \$300,000,000.00).

44. Trans Union Corp. v. Crisp, 896 S.W. 2d 446 (Ark. App. 1995) (\$15,000 compensatory, \$25,000 punitive).

45. Valentine v. Equifax Information Services LLC, et al., U.S.District Court (Or.) Case No. 05-CV-0801, October 2007. Jury awards \$200,000 against Equifax for damages. Negligence found. Willfulness not found. This award does not include attorney's fees.

46. Williams v. Equifax, (Florida state court Nov. 30, 2007) \$219,000 compensatory, \$2.7 million punitive

47. Wenger v. Trans Union, USDC, Central District of California, Case No. CV 95-6445 (jury award of actual damages of \$200,000.00).

48. Yohay v. City of Alexandria Employees Credit Union, 827 F.2d 967 (4th Cir. 1987) (punitive damages \$10,000; fees and costs over \$33,000); jury verdict, \$10,000

punitives, \$32,411 fees, \$957.90 in costs. Appellate decision at 827 F.2d 967, (4th Cir. 1987).

49. Zamora v. Valley Fed. S&L Ass'n, 811 F.2d 1368 (10th Cir. 1987) (\$61,500)

Zotta v. Nations Credit Fin. Serv., USDC, Eastern District of Missouri, (Court File no.: 4:02-cv-1650, 2004) jury found for the Plaintiff in the amount of \$87,500 on his claim for Defendant's negligent noncompliance with the FCRA.

50. Brim v. Midland Credit Management, Inc., 795 F.Supp.2d 1255, 2011 WL

2665785, *8 (N.D.Ala. May 4, 2011), jury found and the Court upheld an award of \$100,000 in actual damages, \$623,180 in punitive damages against one defendant under the FCRA.

EXHIBIT 6

CLAIM 1296

P.O. Box 105518
Atlanta, GA 30348

February 8, 2012

EQUIFAX

To Start An Investigation, Please Visit Us At:
www.investigate.equifax.com



001113100-11
Mary Perkins White
PO Box 489
Gig Harbor, WA 98335-0489

Dear Mary Perkins White:

Your request for Equifax to reinvestigate certain items of your credit file is now complete.

Below are your results and a report of your credit file revised, as applicable, as a result of the reinvestigation. If you have additional questions regarding the reinvestigated items, please contact the source of that information directly. You may also contact Equifax regarding the specific information contained within this letter or report within the next 60 days by visiting us at www.investigate.equifax.com or by calling a Customer Representative at (888) 588-0147 from M - F 9:00am to 5:00pm in your time zone.

Thank you for giving Equifax the opportunity to serve you.

Results Of Your Investigation (For your security, the last 4 digits of your credit account number(s) have been replaced by *)

>>> **We have researched the credit account. Account # - 739254*** The results are: This creditor has verified to Equifax that the high credit/credit limit is being reported correctly. Additional information has been provided from the original source regarding this item. If you have additional questions about this item please contact: **GMAC Mortgage LLC, PO Box 4622, Waterloo, IA 50704-4622 Phone: (800) 766-4622**

>>> **We have researched the credit account. Account # - 8970*** The results are: This creditor has verified to Equifax that the high credit/credit limit is being reported correctly. If you have additional questions about this item please contact: **Greentree Financial Corp, 500 Landmark Towers, Saint Paul, MN 55102-1642**

Answers To Your Questions

If you have any additional questions regarding the information provided to Equifax by the source of any information, please contact the source of that information directly. You may contact Equifax regarding the specific information contained in this letter within the next 60 days by visiting us at www.investigate.equifax.com.

Thank you for giving Equifax the opportunity to serve you.

Notice to Consumers

You may request a description of the procedure used to determine the accuracy and completeness of the information, including the business name and address of the furnisher of information contacted, and if reasonably available the telephone number.

If the reinvestigation does not resolve your dispute, you have the right to add a statement to your credit file disputing the accuracy or completeness of the information; the statement should be brief and may be limited to not more than one hundred words (two hundred words for Maine residents) explaining the nature of your dispute.

If the reinvestigation results in the deletion of disputed information, or you submit a statement in accordance with the preceding paragraph, you have the right to request that we send your revised credit file to any company specifically designated by you that received your credit report in the past six months (twelve months for California, Colorado, Maryland, New Jersey and New York residents) for any purpose or in the past two years for employment purposes.



CREDIT FILE : February 8, 2012

Confirmation # 2019032754

Personal Identification Information (This section includes your name, current and previous addresses, and any other identifying information reported by your creditors.)

Name On File: Mary Perkins White
Social Security #: 888-8641 Date of Birth: 06/24/1960
Current Address: PO Box 489, Gig Harbor, WA 98335 Reported: 06/2005
Previous Address(es): 10322 123rd St NW, Gig Harbor, WA 98329 Reported: 12/2010
PO Box 28131, Seattle, WA 98118 Reported: 04/1991
23441 26th Ave S, DES Moines, WA 98198 Reported: 09/1989
Formerly Known As: Mary E Perkinswhite; Mary E Perkins-White; Mary White; Mary E Perkins
Last Reported Employment: Corrections Offic; City of Kent;
Previous Employment(s): Coordinator; Kent Police Dept;
Sales; Lothrop Business Forms;

Please address all future correspondence to:



www.investigate.equifax.com



Equifax Information Services LLC
P. O. Box 105518
Atlanta, GA 30348



Phone: (888) 588-0147
M - F 9:00am to 5:00pm in your time zone.

In order to speak with a Customer Service Representative regarding the specific information contained in this credit file, you must call **WITHIN 60 DAYS** of the date of this credit file **AND** have a copy of this credit file along with the confirmation number.

Credit Account Information

(For your security, the last 4 digits of account number(s) have been replaced by *) (This section includes open and closed accounts reported by credit grantors)

Account Column Title Descriptions:

Account Number - The Account number reported by credit grantor
Date Acct. Opened - The Date that the credit grantor opened the account
High Credit - The Highest Amount Charged
Credit Limit - The Highest Amount Permitted
Terms Duration - The Number of Installments or Payments
Terms Frequency - The Scheduled Time Between Payments
Months Reviewed - The Number of Months Reviewed
Activity Designator - The Most Recent Account Activity
Creditor Class - The Type of Company Reporting The Account
Date Reported - Date of Last Reported Update
Balance Amount - The Total Amount Owed as of the Date Reported
Status - Condition of Account When Last Updated by Creditor or Otherwise

Amount Past Due - The Amount Past Due as of the Date Reported
Date of Last Paymnt - The Date of Last Payment
Actual Pay Amt - The Actual Amount of Last Payment
Sched Pay Amt - The Requested Amount of Last Payment
Date of 1st Delinquency - The Date of First Delinquency
Date of Last Actvty - The Date of the Last Account Activity
Date Maj Delq Rptd - The Date the 1st Major Delinquency Was Reported
Charge Off Amt - The Amount Charged Off by Creditor
Deferred Pay Date - The 1st Payment Due Date for Deferred Loans
Balloon Pay Amt - The Amount of Final(Balloon) Payment
Balloon Pay Date - The Date of Final(Balloon) Payment
Date Closed - The Date the Account was Closed

**Account History
Status Code
Descriptions**

1 : 30-59 Days Past Due
2 : 60-89 Days Past Due
3 : 90-119 Days Past Due
4 : 120-149 Days Past Due

5 : 150-179 Days Past Due
6 : 180 or More Days Past Due
G : Collection Account
H : Foreclosure

J : Voluntary Surrender
K : Repossession
L : Charge Off

AK USA Fedl Credit UN-Cons Ln PO Box 198020 Anchorage AK 99519-8020 : (907) 563-4567

Account Number		Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Months Revd	Activity Designator	Creditor Classification				
888*		05/1998	\$3,972	\$4,000		Monthly	99	Paid and Closed					
Items As of Date Reported	Balance Amount	Amount Past Due	Date of Last Payment	Actual Payment Amount	Scheduled Payment Amount	Date of 1st Delinquency	Date of Last Activity	Date Maj Del. 1st Rptd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Date	Date Closed
10/2011	\$0		04/2011		\$97		04/2011						10/2011

Status - Pays As Agreed; Type of Account - Line of Credit; Type of Loan - Line Of Credit; Whose Account - Individual Account; **ADDITIONAL INFORMATION - Closed or Paid Account/Zero Balance; Line of Credit; Account Closed Due to Inactivity; Fixed Rate;**

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EIS-MWHITE-000002

Discover Financial Servcs LLC PO Box 15310 Wilmington DE 19850-5316													
Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Months Revd	Activity Designator	Creditor Classification					
021*	03/2000	\$0	\$3,500		Monthly	94	Paid and Closed						
Items As of Date Reported	Balance Amount	Amount Past Due	Date of Last Payment	Actual Payment Amount	Scheduled Payment Amount	Date of 1st Delinquency	Date of Last Activity	Date Maj. Del. 1st Rptd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Date	Date Closed
01/2008	\$0						02/2005						01/2008

Status - Pays As Agreed; Type of Account - Revolving; Type of Loan - Credit Card; Whose Account - Individual Account; ADDITIONAL INFORMATION - Account Closed At Consumers Request; Closed or Paid Account/Zero Balance;

ELAN Financial Services PO Box 590 Waukegan IL 60079-0590 : (800) 558-3424													
Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Months Revd	Activity Designator	Creditor Classification					
0392*	06/1997	\$962	\$1,000			23							
Items As of Date Reported	Balance Amount	Amount Past Due	Date of Last Payment	Actual Payment Amount	Scheduled Payment Amount	Date of 1st Delinquency	Date of Last Activity	Date Maj. Del. 1st Rptd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Date	Date Closed
01/2012	\$87		01/2012				01/2012						

Status - Pays As Agreed; Type of Account - Revolving; Type of Loan - Credit Card; Whose Account - Individual Account; ADDITIONAL INFORMATION - Credit Card; Variable/Adjustable Rate;

GMAC Mortgage PO Box 4622 Waterloo IA 50704-4622 : (800) 766-4622													
Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Months Revd	Activity Designator	Creditor Classification					
254*	10/2006	\$155,310	\$200,000		Monthly	30	Transfer/Sold						
Items As of Date Reported	Balance Amount	Amount Past Due	Date of Last Payment	Actual Payment Amount	Scheduled Payment Amount	Date of 1st Delinquency	Date of Last Activity	Date Maj. Del. 1st Rptd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Date	Date Closed
01/2012	\$0		08/2009	\$0	\$0	08/2009							11/2009

Status - 90 - 119 Days Past Due; Type of Account - Line of Credit; Type of Loan - Home Equity Line Of Credit; Whose Account - Individual Account; ADDITIONAL INFORMATION - Account Transferred or Sold; Closed or Paid Account/Zero Balance; Home Equity Loan;

Green Tree 500 Landmark Towers Saint Paul MN 55102-1642													
Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Months Revd	Activity Designator	Creditor Classification					
	10/2006	\$200,000	\$200,000		Monthly	7	Paid and Closed						
Items As of Date Reported	Balance Amount	Amount Past Due	Date of Last Payment	Actual Payment Amount	Scheduled Payment Amount	Date of 1st Delinquency	Date of Last Activity	Date Maj. Del. 1st Rptd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Date	Date Closed
02/2012	\$0		11/2010		\$927		11/2010						11/2010

Status - Pays As Agreed; Type of Account - Line of Credit; Type of Loan - Home Equity Line Of Credit; Whose Account - Individual Account; ADDITIONAL INFORMATION - Closed or Paid Account/Zero Balance; Account Transferred or Sold; Home Equity Loan; Variable/Adjustable Rate;

Key Bank of Washington 4910 Tiedeman Rd Oh 01 51 0562 Brooklyn OH 44144-2338 : (800) 539-2968													
Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Months Revd	Activity Designator	Creditor Classification					
0286*	02/1996	\$18,877		180 Months	Monthly	40	Paid and Closed						
Items As of Date Reported	Balance Amount	Amount Past Due	Date of Last Payment	Actual Payment Amount	Scheduled Payment Amount	Date of 1st Delinquency	Date of Last Activity	Date Maj. Del. 1st Rptd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Date	Date Closed
06/2004	\$0		06/2004	\$12,380	\$192		06/2004						06/2004

Status - Pays As Agreed; Type of Account - Installment; Type of Loan - Recreational Merchandise; Whose Account - Individual Account; ADDITIONAL INFORMATION - Closed or Paid Account/Zero Balance;

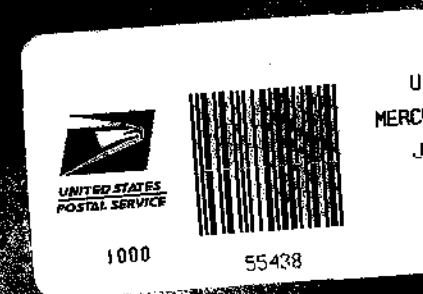
Key Bank of Washington 4910 Tiedeman Rd Oh 01 51 0562 Brooklyn OH 44144-2338 : (800) 539-2968													
Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Months Revd	Activity Designator	Creditor Classification					
0066*	05/1998	\$9,923				19	Closed						
Items As of Date Reported	Balance Amount	Amount Past Due	Date of Last Payment	Actual Payment Amount	Scheduled Payment Amount	Date of 1st Delinquency	Date of Last Activity	Date Maj. Del. 1st Rptd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Date	Date Closed
06/2003	\$0		05/2003				05/2003						06/2003

Status - Pays As Agreed; Type of Account - Revolving; Type of Loan - Credit Line Secured; Whose Account - Individual Account; ADDITIONAL INFORMATION - Closed or Paid Account/Zero Balance;

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Christopher E Green
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Seattle WA 98101

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